

AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
Monday, April 4, 2011
7:00 PM
Board Room, First Floor
Union County Government Center
500 North Main Street
Monroe, North Carolina

www.co.union.nc.us

Closed Session: 6:30 P.M.

General Business:

- 1. Opening of Meeting (*Estimated Time: 10 Minutes)**
 - a. Invocation – Rev. Gary Underwood, Associate Pastor of Education and Administration, West Monroe 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. Animal Services: Spay/Neuter Program Agreements: Faulkner's Animal Hospital, Waxhaw Animal Hospital, Indian Trail Animal Hospital, Brown Creek Animal Hospital, Central Providence Veterinary Hospital and Mercy Animal Hospital
 2. Sheriff's Office: Purchase Order to L-3 Communications Mobile-Vision, Inc. for the Purchase of Digital In-Car Video Systems for Installation in Law Enforcement Vehicles in the Amount of \$94,185
 3. Sheriff's Office: Purchase Order to West Chatham Warning Devices, Inc. for Blue Lights, Sirens, Etc. for Installation in Law Enforcement Vehicles in the Amount of \$22,277.40

ACTION REQUESTED: Authorize County Manager to Approve Items 1-3, Above, Pending Legal Review

 - b. Tax Administrator's Department Monthly Reports for January 2011 and February 2011
ACTION REQUESTED: Approve Reports

- c. Minutes
ACTION REQUESTED: Approval of Minutes
- d. "Take a Kid Fishing" Day
ACTION REQUESTED: Approve Free Fishing for Union County Children Under 18 Years of Age and One Sponsoring Guardian Participating in the "Take A Kid Fishing" Day Event.
- e. Workers' Compensation Settlement Agreement
ACTION REQUESTED: Report Settlement of a Workers' Compensation Claim in the Amount of \$150,000
- f. Correction to Minutes of August 6, 2010, Special Meeting Regarding Board of Elections' Purchase of Ballots to Clarify Action by Board
ACTION REQUESTED: Authorize Correction to Minutes of August 6, 2010, Special Meeting to Clarify Action by Board
- g. Public School Building Capital Fund Application
ACTION REQUESTED: Authorize the Board Chairman to sign the current and future application forms to request release of funds from the Public School Building Capital Fund (Lottery Distribution) and the Public School Building Capital Fund (ADM Fund).
- h. Budget Transfer Report for February 2011
ACTION REQUESTED: Approve Budget Transfer Report for February 2011
- i. Public Works: Purchase Order to Nix Purser & Associates for the Installation of Supervisory Control and Data Acquisition (SCADA) Technology in the Woodfern, Old Hickory and Community Park Wastewater Pumping Stations
ACTION REQUESTED: Approve the Purchase as a Sole Source because Standardization or Compatibility is the Overriding Consideration

Old Business: None

New Business:

- 5. **Child Abuse Prevention Month and Sexual Assault Awareness Month Proclamation - April 2011 (*Estimated Time: 10 Minutes)**
ACTION REQUESTED: Adopt Proclamation
- 6. **Presbyterian Hospital-Matthews' Annual Report (*Estimated Time: 15 Minutes)**
ACTION REQUESTED: Receive Report

7. **Presentation by South Piedmont Community College (SPCC) (*Estimated Time: 10 Minutes)**
ACTION REQUESTED: Receive Presentation
8. **Acquisition of Property for Water Tank (*Estimated Time: 10 Minutes)**
ACTION REQUESTED: Authorize Manager to Approve Agreement for Purchase
9. **Litter Control (*Estimated Time: 10 Minutes)**
ACTION REQUESTED: Consider Adoption of Amendment to Solid Waste Management Ordinance to Add Civil Penalties
10. **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 and two (2) Vacancies for Terms 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 [one (1) vacancy for a Dentist]
 - 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. Region F Aging Advisory Committee [(Two (2) Vacancies for Regular Members and One (1) Vacancy for an Alternate Member with Terms Ending June 30, 2011)]
- ACTION REQUESTED:** Announce Vacancies
11. **Appointments to Boards and Committees (*Estimated Time: 10 Minutes)**
- a. Board of Health (One Veterinarian)
 - b. Board of Adjustments [Two (2) Vacancies for Regular Members and One (1) Vacancy for an Alternate Member]
 - c. Nursing Home Advisory Committee
- ACTION REQUESTED:** Consider Appointments
12. **County Manager's Comments**

13. Commissioners' Comments

Information Only:

- 1. Personnel Report for February 2011**



OFFICE OF THE COMMISSIONERS AND MANAGER

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a special meeting on Monday, April 4, 2011, at 6:30 p.m. in the Commissioners' Conference Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, for the purpose of going into closed session to: 1) establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease, in accordance with G.S. 143-318.11(a)(5); and 2) consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3).

Jerry B. Simpson, Chairman
Union County Board of Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 04/04/11

Action Agenda Item No. 4(a)(1)
(Central Admin. use only)

SUBJECT: Contracted Veterinarian Services for Animal Services

DEPARTMENT: Union County Sheriff's Office-Animal Services **PUBLIC HEARING:** No

ATTACHMENT(S): _____ **INFORMATION CONTACT:**
Capt. Steve Simpson

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

DEPARTMENT'S RECOMMENDED ACTION: Approve as to legal form.

BACKGROUND: As a condition of adopting an animal through Animal Services, new pet owners are charged \$85/animal. A portion of the fee charged by Animal Services is \$50 which pays a contracted veterinarian for spay/neuter service as necessitated by ownership contract. The new owner may elect to take their adopted animal to one of the contracted veterinarians for a well-check visit which is \$25.00 and included in the fee charged at time of adoption. Any funds remaining from these services will go to the County General Fund.

FINANCIAL IMPACT: Revenues generated from adoption fees are used to offset veterinarian services as per contract.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

UNION COUNTY - CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Attorney, (3) Risk Management, (4) Information Systems, (5) Finance, (6) Clerk, (7) County Manager

DEPARTMENT
EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2660

Party/Vendor Name: Faulkner's Animal Hospital

Party/Vendor Contact Person: Dr. Brent Gienn Contact Phone: 803-286-8131

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: 739 Lancaster Byass E City: Lancaster State: SC Zip: 29720

Department: Union County Sheriff's Office-Animal Services Div. Amount: \$25/Visit I, \$50/Visit II per animal

Purpose: Spay/Neuter Program for Adopted Animals

Budget Code(s)(put comma between multiple codes): 10-543138-5383

Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable]

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: _____

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature: *Eddie Carter* Date: 2-2-11

Approval by Board

ATTORNEY

This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No

Approval by Manager (less than \$20,000)

Approval by Manager per authorization of Board

Date of Board authorization: _____

Attorney's Signature: *Courtney P. Ritzler*

Approval by Manager subject to authorization by Board

Date: 3/30/11

Date Board authorization requested: 4/4/11

Clerk to confirm authorization given

Use Standard Template

RISK MANAGEMENT

[Include these coverages: CGL Auto WC Professional Property Pollution Nonprofit Technology E&O

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

With incorporation of insurance provisions as shown, this document is approved by the Risk Manager: *Deirdre R...* Date: 3/2/11

Risk Manager's Signature: _____ Date: _____

INFORMATION TECHNOLOGY DIRECTOR

(Applicable only for hardware/software purchase or related services)

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature Date: _____

Date Received: _____

BUDGET AND FINANCE

Yes No -Sufficient funds are available in the proper category to pay for this expenditure.

Yes No -This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Budget Code: _____ Vendor No.: _____ Encumbrance No.: _____

Notes: _____

Yes No - A budget amendment is necessary before this agreement is approved.

Yes No - A budget amendment is attached as required for approval of this agreement.

Finance Director's Signature: _____ Date: _____

CLERK

Date Received: _____ Agenda Date: _____ Approved by Board: Yes No at meeting of _____

Signature(s) Required: Board Chairman/County Manager Finance Director Clerk
 Attorney Information Tech. Director Other: _____

COUNTY MANAGER

This document has been reviewed and its approval recommended by the County Manager. Yes No

County Manager's Signature: _____ Date: _____

THIS CONTRACT is made and entered into this ____ day of _____, 2011, by and between UNION COUNTY, a political subdivision of the State of North Carolina acting through the Union County Sheriff's Office, hereinafter referred to as "Union," and FAULKNER'S ANIMAL HOSPITAL, a licensed veterinary facility or veterinarian licensed to practice in the State of North Carolina whose address is 739 Lancaster Bypass E, Lancaster, SC 29720, hereinafter referred to as "Veterinarian."

WITNESSETH:

WHEREAS, Union and Veterinarian desire to reduce the number of unwanted cats and dogs in Union County; and

WHEREAS, the parties agree that a spay/neuter program upon adoption of a dog or cat from the Union County Animal Shelter will further said reduction;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and in an effort to make the Adoption/Medical contracts more effective and understandable for all involved (Adopting Party, Veterinarian, Veterinarian's Employees and Animal Shelter Staff), the parties hereto contract and agree as follows:

1. The terms of this agreement shall only apply to dogs or cats adopted from the Union County Animal Shelter.
2. During Visit I, the Veterinarian shall first give the animal a physical examination. If the animal requires major medical treatment, the Veterinarian shall give the Adopting Party a medical slip explaining the necessary medical treatment and its associated costs, and the Adopting Party shall have the choice whether to proceed with the medical treatment. All costs for such additional medical treatment shall be the responsibility of the Adopting Party, and Union shall not be liable for any such costs. The Veterinarian shall keep a copy of the aforementioned medical slip on file and shall provide a copy of it to the Union County Animal Shelter upon request. If the animal does not require major medical treatment, the Visit I services shall be completed and an appointment scheduled for Visit II by the Veterinarian's Office. During Visit II, the Veterinarian shall spay or neuter, as appropriate, the animal.
3. When an animal four (4) months of age or older is brought in for Visit I, the Veterinarian may complete both Visit I and Visit II services, if convenient. If not convenient on Visit I, the animal shall be rescheduled for Visit II as soon as possible. All dogs and cats four months of age or older must receive their initial rabies shot as a part of the adoption process. The cost for rabies vaccination is not included in the adoption fee and charges for this service are the sole responsibility of the Adopting Party.

4. The attached "Union County Sheriff's Office/Animal Services Pet Adoption/Medical Contract" is incorporated herein by reference and hereinafter referred to as the "Medical Contract." Union shall compensate Veterinarian for Visit I after services are rendered and upon receipt of a copy of the Medical Contract, executed by the Veterinarian and the Adopting Party, and showing where indicated the date that the Visit I services were performed. Union shall compensate Veterinarian for Visit II, balance of payment, after services are rendered and upon receipt of a copy of the Medical Contract, executed by the Veterinarian and the Adopting Party, and showing where indicated the date that the Visit II services were performed. In the event that an animal receives both Visit I and Visit II services during the same visit pursuant to Paragraph 3, Union shall compensate Veterinarian for both visits after services are rendered and upon receipt of a copy of the Medical Contract, (with total charges), executed by the Veterinarian and Adopting Party, and showing were indicated the date that the Visit I and Visit II services were performed.

5. Compensation shall be based upon the following schedule:

Visit I	\$25.00
Visit II	\$50.00

6. Veterinarian understands and agrees that Union shall compensate Veterinarian only for those services provided pursuant to this agreement, and that in no event shall Union pay Veterinarian in excess of \$75.00 for each animal (dog or cat). All shots and subsequent costs are the responsibility of the Adopting Party.

7. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

8. Union and Veterinarian agree to schedule meetings as necessary to review this procedure and to cooperate in accomplishing the intended results.

9. The initial term of this agreement shall be for one (1) year (the "Initial Term"). After the Initial Term, this agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term"); provided, however, that either party may terminate this agreement at any time without cause, whether during the Initial Term or any Renewal Term, upon not less than thirty (30) days' written notice to the other party. In the event of a breach of the terms of this agreement by either party, which breach is not corrected within ten (10) days following written notice thereof, this agreement may be terminated immediately.

10. Veterinarian shall supply, at Veterinarian's sole expense, all equipment, tools, materials, and/or supplies to accomplish the job agreed to be performed in this Agreement. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Veterinarian or the employees of Veterinarian. Veterinarian shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Veterinarian understands that Veterinarian is responsible to pay, according to law, Veterinarian's income tax. If Veterinarian is not a corporation, Veterinarian further understands that Veterinarian may be liable for self-employment (social security) tax, to be paid by Veterinarian according to law. Because Veterinarian is engaged in Veterinarian's own independently established business, Veterinarian and Veterinarian's employees are not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union. No workers compensation insurance shall be obtained by Union concerning Veterinarian or the employees of Veterinarian. Veterinarian shall comply with the workers' compensation law concerning Veterinarian and the employees of Veterinarian, and shall, upon

Union's request, provide to Union a certificate of workers' compensation insurance.

11. At Veterinarian's sole expense, Veterinarian 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. **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 |
- B. **PROFESSIONAL LIABILITY**
- \$1,000,000 Per Occurrence

Veterinarian shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

A. The Veterinarian'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.

B. Before commencement of any work or event, Veterinarian shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Veterinarian 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 Veterinarian's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Veterinarian.

E. Notwithstanding the notification requirements of the Insurer, Veterinarian hereby agrees to notify County's Risk Manager at 500 N. Main Street #130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

F. The Certificate of Insurance should note in the Description of Operations the following:

Department: Sheriff's Office
Contract #: 2660

G. Insurance procured by Veterinarian shall not reduce nor limit Veterinarian'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. Certificate Holder shall be listed as follows:

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

I. If Veterinarian is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Veterinarian 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.

12. Veterinarian agrees to protect, defend, indemnify and hold Union, the Union County Sheriff, their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Veterinarian, its officers, employees, subcontractors or agents. Veterinarian 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.

13. This agreement shall supersede all prior agreements between the parties for the same or similar services.

ATTEST:

UNION COUNTY

By: _____

By: _____
Cynthia A. Coto, County Manager

ATTEST:

FAULKNER'S ANIMAL HOSPITAL

By: _____

By: _____

APPROVED AS TO LEGAL FORM OPR

**Union County Sheriff's Office / Animal Services
Pet Adoption / Medical Contract**

Contract#:

Contract Date:

Animal ID#:



This Contract which EXPIRES SIX (6) MONTHS FROM TODAY is made this day between Union County Animal Services and the following party:

Adopter:

Phone#:

Address:

Drivers Lic#:

Rabies Vaccination Certificate Information

Rabies Tag:

Administered:

Expires:

By:

** Veterinarian Copy **

Gender:	Breed:	Color:
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Visit II Neuter

Due on or Before:

Complete: ____/____/____ \$50.00

Visit I Well Check

Due on or Before:

Complete: ____/____/____ \$25.00

=====
\$75.00 Combined

Vendor Name: _____ Billing Address: _____ City, State, Zip: _____ _____	I certify that the services indicated above were performed in accordance with the terms of the contact between Union County and myself.
_____ X Signature of DVM	
I acknowledge the animal received the services listed above. X _____ Adopter	

For Animal Services Use Only		Medical Services	Account Number: _____
Vendor#: _____	Invoice#: _____		
Received Date: _____	Approved by: _____	I have reviewed and approved this invoice for payment.	
Finance Review: _____			

UNION COUNTY - CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Attorney, (3) Risk Management, (4) Information Systems, (5) Finance, (6) Clerk, (7) County Manager

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2661

Party/Vendor Name: Waxhaw Animal Hospital

Party/Vendor Contact Person: Dr. Tanya Burtis Contact Phone: 704-843-2269

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address: Hwy. 16-P.O. Box 275 City: Waxhaw State: NC Zip: 28173

Department: Union County Sheriff's Office-Animal Services Div. Amount: \$25/Visit I, \$50/Visit II per animal

Purpose: Spay/Neuter Program for Adopted Animals

Budget Code(s)(put comma between multiple codes): 10-543138-5383

Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable]

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: _____

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature: [Signature] Date: 2-2-11

Approval by Board

ATTORNEY

This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No

Approval by Manager (less than \$20,000)

Approval by Manager per authorization of Board

Date of Board authorization: _____ Attorney's Signature: County P. Ritchie

Approval by Manager subject to authorization by Board Date: 4/4/11

Date Board authorization requested: 4/4/11

Clerk to confirm authorization given

Use Standard Template

RISK MANAGEMENT

[Include these coverages: CGL ; Auto ; WC ; Professional ; Property ; Pollution ; Nonprofit ; Technology E&O

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

With incorporation of insurance provisions as shown, this document is approved by the Risk Manager: [Signature] Date: 3/2/11

Risk Manager's Signature: _____ Date: _____

INFORMATION TECHNOLOGY DIRECTOR

(Applicable only for hardware/software purchase or related services)

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature Date: _____

Date Received: _____

BUDGET AND FINANCE

Yes No -Sufficient funds are available in the proper category to pay for this expenditure.

Yes No -This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Budget Code: _____ Vendor No.: _____ Encumbrance No.: _____

Notes: _____

Yes No - A budget amendment is necessary before this agreement is approved.

Yes No - A budget amendment is attached as required for approval of this agreement.

Finance Director's Signature: _____ Date: _____

CLERK

Date Received: _____ Agenda Date: _____ Approved by Board: Yes No at meeting of _____

Signature(s) Required: Board Chairman/County Manager Finance Director Clerk Attorney Information Tech. Director Other: _____

COUNTY MANAGER

This document has been reviewed and its approval recommended by the County Manager. Yes No

County Manager's Signature: _____ Date: _____

THIS CONTRACT is made and entered into this ____ day of _____, 2011, by and between UNION COUNTY, a political subdivision of the State of North Carolina acting through the Union County Sheriff's Office, hereinafter referred to as "Union," and WAXHAW ANIMAL HOSPITAL, a licensed veterinary facility or veterinarian licensed to practice in the State of North Carolina whose address is Hwy. 16, P.O. Box 275, Waxhaw, NC 28173, hereinafter referred to as "Veterinarian."

WITNESSETH:

WHEREAS, Union and Veterinarian desire to reduce the number of unwanted cats and dogs in Union County; and

WHEREAS, the parties agree that a spay/neuter program upon adoption of a dog or cat from the Union County Animal Shelter will further said reduction;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and in an effort to make the Adoption/Medical contracts more effective and understandable for all involved (Adopting Party, Veterinarian, Veterinarian's Employees and Animal Shelter Staff), the parties hereto contract and agree as follows:

1. The terms of this agreement shall only apply to dogs or cats adopted from the Union County Animal Shelter.
2. During Visit I, the Veterinarian shall first give the animal a physical examination. If the animal requires major medical treatment, the Veterinarian shall give the Adopting Party a medical slip explaining the necessary medical treatment and its associated costs, and the Adopting Party shall have the choice whether to proceed with the medical treatment. All costs for such additional medical treatment shall be the responsibility of the Adopting Party, and Union shall not be liable for any such costs. The Veterinarian shall keep a copy of the aforementioned medical slip on file and shall provide a copy of it to the Union County Animal Shelter upon request. If the animal does not require major medical treatment, the Visit I services shall be completed and an appointment scheduled for Visit II by the Veterinarian's Office. During Visit II, the Veterinarian shall spay or neuter, as appropriate, the animal.
3. When an animal four (4) months of age or older is brought in for Visit I, the Veterinarian may complete both Visit I and Visit II services, if convenient. If not convenient on Visit I, the animal shall be rescheduled for Visit II as soon as possible. All dogs and cats four months of age or older must receive their initial rabies shot as a part of the adoption process. The cost for rabies vaccination is not included in the adoption fee and charges for this service are the sole responsibility of the Adopting Party.

4. The attached "Union County Sheriff's Office/Animal Services Pet Adoption/Medical Contract" is incorporated herein by reference and hereinafter referred to as the "Medical Contract." Union shall compensate Veterinarian for Visit I after services are rendered and upon receipt of a copy of the Medical Contract, executed by the Veterinarian and the Adopting Party, and showing where indicated the date that the Visit I services were performed. Union shall compensate Veterinarian for Visit II, balance of payment, after services are rendered and upon receipt of a copy of the Medical Contract, executed by the Veterinarian and the Adopting Party, and showing where indicated the date that the Visit II services were performed. In the event that an animal receives both Visit I and Visit II services during the same visit pursuant to Paragraph 3, Union shall compensate Veterinarian for both visits after services are rendered and upon receipt of a copy of the Medical Contract, (with total charges), executed by the Veterinarian and Adopting Party, and showing where indicated the date that the Visit I and Visit II services were performed.

5. Compensation shall be based upon the following schedule:

Visit I	\$25.00
Visit II	\$50.00

6. Veterinarian understands and agrees that Union shall compensate Veterinarian only for those services provided pursuant to this agreement, and that in no event shall Union pay Veterinarian in excess of \$75.00 for each animal (dog or cat). All shots and subsequent costs are the responsibility of the Adopting Party.

7. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

8. Union and Veterinarian agree to schedule meetings as necessary to review this procedure and to cooperate in accomplishing the intended results.

9. The initial term of this agreement shall be for one (1) year (the "Initial Term"). After the Initial Term, this agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term"); provided, however, that either party may terminate this agreement at any time without cause, whether during the Initial Term or any Renewal Term, upon not less than thirty (30) days' written notice to the other party. In the event of a breach of the terms of this agreement by either party, which breach is not corrected within ten (10) days following written notice thereof, this agreement may be terminated immediately.

10. Veterinarian shall supply, at Veterinarian's sole expense, all equipment, tools, materials, and/or supplies to accomplish the job agreed to be performed in this Agreement. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Veterinarian or the employees of Veterinarian. Veterinarian shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Veterinarian understands that Veterinarian is responsible to pay, according to law, Veterinarian's income tax. If Veterinarian is not a corporation, Veterinarian further understands that Veterinarian may be liable for self-employment (social security) tax, to be paid by Veterinarian according to law. Because Veterinarian is engaged in Veterinarian's own independently established business, Veterinarian and Veterinarian's employees are not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union. No workers compensation insurance shall be obtained by Union concerning Veterinarian or the employees of Veterinarian. Veterinarian shall comply with the workers' compensation law concerning Veterinarian and the employees of Veterinarian, and shall, upon

Union's request, provide to Union a certificate of workers' compensation insurance.

11. At Veterinarian's sole expense, Veterinarian 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. 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 |

B. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

Veterinarian shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

A. The Veterinarian'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.

B. Before commencement of any work or event, Veterinarian shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Veterinarian 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 Veterinarian's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Veterinarian.

E. Notwithstanding the notification requirements of the Insurer, Veterinarian hereby agrees to notify County's Risk Manager at 500 N. Main Street #130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

F. The Certificate of Insurance should note in the Description of Operations the following:

Department: Sheriff's Office
Contract #: 2661

G. Insurance procured by Veterinarian shall not reduce nor limit Veterinarian'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. Certificate Holder shall be listed as follows:

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

I. If Veterinarian is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Veterinarian 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.

12. Veterinarian agrees to protect, defend, indemnify and hold Union, the Union County Sheriff, their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Veterinarian, its officers, employees, subcontractors or agents. Veterinarian 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.

13. This agreement shall supersede all prior agreements between the parties for the same or similar services.

ATTEST:

UNION COUNTY

By: _____

By: _____
Cynthia A. Coto, County Manager

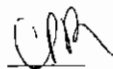
ATTEST:

WAXHAW ANIMAL HOSPITAL

By: _____

By: _____

APPROVED AS TO LEGAL FORM



Union County Sheriff's Office / Animal Services Pet Adoption / Medical Contract

Contract#:

Contract Date:

Animal ID#:



This Contract which EXPIRES SIX (6) MONTHS FROM TODAY is made this day between Union County Animal Services and the following party:

Adopter:

Phone#:

Address:

Drivers Lic#:

Rabies Vaccination Certificate Information

Rabies Tag:

Administered:

Expires:

By:

** Veterinarian Copy **

Gender:

Breed:

Color:

Visit II Neuter

Due on or Before:

Complete: ___/___/___ \$50.00

Visit I Well Check

Due on or Before:

Complete: ___/___/___ \$25.00

=====
\$75.00 Combined

Vendor Name: _____

Billing Address: _____

City, State, Zip: _____

I certify that the services indicated above were performed in accordance with the terms of the contract between Union County and myself.

X

Signature of DVM

I acknowledge the animal received the services listed above. X

Adopter

For Animal Services Use Only

Medical Services

Account Number: _____

Vendor#: _____

Invoice#: _____

Received Date: _____

Approved by: _____

I have reviewed and approved this invoice for payment.

Finance Review: _____

UNION COUNTY - CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Attorney, (3) Risk Management, (4) Information Systems, (5) Finance, (6) Clerk, (7) County Manager

DEPARTMENT
EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2662

Party/Vendor Name: Indian Trail Animal Hospital

Party/Vendor Contact Person: Dr. Robert L. Glenn Contact Phone: 704-821-7040

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address: 160 Corporate Blvd. City: Indian Trail State: NC Zip: 28079

Department: Union County Sheriff's Office-Animal Services Div. Amount: \$25/Visit I, \$50/Visit II per animal

Purpose: Spay/Neuter Program for Adopted Animals

Budget Code(s)(put comma between multiple codes): 10-543138-5383

Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable]

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: _____

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature: Eddie Collier Date: 2-2-11

Approval by Board **ATTORNEY**

Approval by Manager (less than \$20,000) This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No

Approval by Manager per authorization of Board

Date of Board authorization: _____ Attorney's Signature: Courtney P. Pritchard

Approval by Manager subject to authorization by Board Date: 3/30/11

Date Board authorization requested: 4/4/11

Clerk to confirm authorization given _____

Use Standard Template **RISK MANAGEMENT**

[Include these coverages: CGL ; Auto ; WC ; Professional ; Property ; Pollution ; Nonprofit ; Technology E&O

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

With incorporation of insurance provisions as shown this document is approved by the Risk Manager: _____

Risk Manager's Signature: Devin White Date: 3/2/11

INFORMATION TECHNOLOGY DIRECTOR

(Applicable only for hardware/software purchase or related services)

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature Date: _____

Date Received: _____ **BUDGET AND FINANCE**

Yes No -Sufficient funds are available in the proper category to pay for this expenditure.

Yes No -This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Budget Code: _____ Vendor No.: _____ Encumbrance No.: _____

Notes: _____

Yes No - A budget amendment is necessary before this agreement is approved.

Yes No - A budget amendment is attached as required for approval of this agreement.

Finance Director's Signature: _____ Date: _____

CLERK

Date Received: _____ Agenda Date: _____ Approved by Board: Yes No at meeting of _____

Signature(s) Required: Board Chairman/County Manager Finance Director Clerk
 Attorney Information Tech. Director Other: _____

COUNTY MANAGER

This document has been reviewed and its approval recommended by the County Manager. Yes No

County Manager's Signature: _____ Date: _____

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS CONTRACT is made and entered into this ____ day of _____, 2011, by and between UNION COUNTY, a political subdivision of the State of North Carolina acting through the Union County Sheriff's Office, hereinafter referred to as "Union," and INDIAN TRAIL ANIMAL HOSPITAL, a licensed veterinary facility or veterinarian licensed to practice in the State of North Carolina whose address is 160 Corporate Blvd., Indian Trail, NC 28079, hereinafter referred to as "Veterinarian."

W I T N E S S E T H:

WHEREAS, Union and Veterinarian desire to reduce the number of unwanted cats and dogs in Union County; and

WHEREAS, the parties agree that a spay/neuter program upon adoption of a dog or cat from the Union County Animal Shelter will further said reduction;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and in an effort to make the Adoption/Medical contracts more effective and understandable for all involved (Adopting Party, Veterinarian, Veterinarian's Employees and Animal Shelter Staff), the parties hereto contract and agree as follows:

1. The terms of this agreement shall only apply to dogs or cats adopted from the Union County Animal Shelter.
2. During Visit I, the Veterinarian shall first give the animal a physical examination. If the animal requires major medical treatment, the Veterinarian shall give the Adopting Party a medical slip explaining the necessary medical treatment and its associated costs, and the Adopting Party shall have the choice whether to proceed with the medical treatment. All costs for such additional medical treatment shall be the responsibility of the Adopting Party, and Union shall not be liable for any such costs. The Veterinarian shall keep a copy of the aforementioned medical slip on file and shall provide a copy of it to the Union County Animal Shelter upon request. If the animal does not require major medical treatment, the Visit I services shall be completed and an appointment scheduled for Visit II by the Veterinarian's Office. During Visit II, the Veterinarian shall spay or neuter, as appropriate, the animal.
3. When an animal four (4) months of age or older is brought in for Visit I, the Veterinarian may complete both Visit I and Visit II services, if convenient. If not convenient on Visit I, the animal shall be rescheduled for Visit II as soon as possible. All dogs and cats four months of age or older must receive their initial rabies shot as a part of the adoption process. The cost for rabies vaccination is not included in the adoption fee and charges for this service are the sole responsibility of the Adopting Party.

4. The attached "Union County Sheriff's Office/Animal Services Pet Adoption/Medical Contract" is incorporated herein by reference and hereinafter referred to as the "Medical Contract." Union shall compensate Veterinarian for Visit I after services are rendered and upon receipt of a copy of the Medical Contract, executed by the Veterinarian and the Adopting Party, and showing where indicated the date that the Visit I services were performed. Union shall compensate Veterinarian for Visit II, balance of payment, after services are rendered and upon receipt of a copy of the Medical Contract, executed by the Veterinarian and the Adopting Party, and showing where indicated the date that the Visit II services were performed. In the event that an animal receives both Visit I and Visit II services during the same visit pursuant to Paragraph 3, Union shall compensate Veterinarian for both visits after services are rendered and upon receipt of a copy of the Medical Contract, (with total charges), executed by the Veterinarian and Adopting Party, and showing were indicated the date that the Visit I and Visit II services were performed.

5. Compensation shall be based upon the following schedule:

Visit I	\$25.00
Visit II	\$50.00

6. Veterinarian understands and agrees that Union shall compensate Veterinarian only for those services provided pursuant to this agreement, and that in no event shall Union pay Veterinarian in excess of \$75.00 for each animal (dog or cat). All shots and subsequent costs are the responsibility of the Adopting Party.

7. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

8. Union and Veterinarian agree to schedule meetings as necessary to review this procedure and to cooperate in accomplishing the intended results.

9. The initial term of this agreement shall be for one (1) year (the "Initial Term"). After the Initial Term, this agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term"); provided, however, that either party may terminate this agreement at any time without cause, whether during the Initial Term or any Renewal Term, upon not less than thirty (30) days' written notice to the other party. In the event of a breach of the terms of this agreement by either party, which breach is not corrected within ten (10) days following written notice thereof, this agreement may be terminated immediately.

10. Veterinarian shall supply, at Veterinarian's sole expense, all equipment, tools, materials, and/or supplies to accomplish the job agreed to be performed in this Agreement. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Veterinarian or the employees of Veterinarian. Veterinarian shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Veterinarian understands that Veterinarian is responsible to pay, according to law, Veterinarian's income tax. If Veterinarian is not a corporation, Veterinarian further understands that Veterinarian may be liable for self-employment (social security) tax, to be paid by Veterinarian according to law. Because Veterinarian is engaged in Veterinarian's own independently established business, Veterinarian and Veterinarian's employees are not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union. No workers compensation insurance shall be obtained by Union concerning Veterinarian or the employees of Veterinarian. Veterinarian shall comply with the workers' compensation law concerning Veterinarian and the employees of Veterinarian, and shall, upon

Union's request, provide to Union a certificate of workers' compensation insurance.

11. At Veterinarian's sole expense, Veterinarian 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. **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 |

- B. **PROFESSIONAL LIABILITY**
- \$1,000,000 Per Occurrence

Veterinarian shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

A. The Veterinarian'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.

B. Before commencement of any work or event, Veterinarian shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Veterinarian 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 Veterinarian's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Veterinarian.

E. Notwithstanding the notification requirements of the Insurer, Veterinarian hereby agrees to notify County's Risk Manager at 500 N. Main Street #130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

F. The Certificate of Insurance should note in the Description of Operations the following:

Department: Sheriff's Office
Contract #: 2662

G. Insurance procured by Veterinarian shall not reduce nor limit Veterinarian'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. Certificate Holder shall be listed as follows:

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

I. If Veterinarian is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Veterinarian 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.

12. Veterinarian agrees to protect, defend, indemnify and hold Union, the Union County Sheriff, their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Veterinarian, its officers, employees, subcontractors or agents. Veterinarian 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.

13. This agreement shall supersede all prior agreements between the parties for the same or similar services.

ATTEST:

UNION COUNTY

By: _____

By: _____
Cynthia A. Coto, County Manager

ATTEST:

INDIAN TRAIL ANIMAL HOSPITAL

By: _____

By: _____

APPROVED AS TO LEGAL FORM 

Union County Sheriff's Office / Animal Services
Pet Adoption / Medical Contract

Contract#:

Contract Date:

Animal ID#:



This Contract which EXPIRES SIX (6) MONTHS FROM TODAY is made this day between Union County Animal Services and the following party:

Adopter:

Phone#:

Address:

Drivers Lic#:

Rabies Vaccination Certificate Information

Rabies Tag:

Administered:

Expires:

By:

** Veterinarian Copy **

Gender:

Breed:

Color:

Visit II Neuter

Due on or Before:

Complete: ____/____/____ \$50.00

Visit I Well Check

Due on or Before:

Complete: ____/____/____ \$25.00

=====
 \$75.00 Combined

Vendor Name: _____

Billing Address: _____

City, State, Zip: _____

I certify that the services indicated above were performed in accordance with the terms of the contract between Union County and myself.

X

Signature of DVM

I acknowledge the animal received the services listed above. X

Adopter

For Animal Services Use Only

Medical Services

Account Number: _____

Vendor#: _____

Invoice#: _____

Received Date: _____

Approved by: _____
 I have reviewed and approved this invoice for payment.

Finance Review: _____

UNION COUNTY - CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Attorney, (3) Risk Management, (4) Information Systems, (5) Finance, (6) Clerk, (7) County Manager

DEPARTMENT
EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2663

Party/Vendor Name: Brown Creek Animal Hospital

Party/Vendor Contact Person: Dr. Danny L. Wright Contact Phone: 704-272-5500

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address: 610 Hwy 74 East-P.O. Box 400 City: Polkton State: NC Zip: 28135

Department: Union County Sheriff's Office-Animal Services Div. Amount: \$25/Visit I, \$50/Visit II per animal

Purpose: Spay/Neuter Program for Adopted Animals

Budget Code(s)(put comma between multiple codes): 10-543138-5383

Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable]

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: _____

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature: *Eddie Lee* Date: 2-2-11

Approval by Board **ATTORNEY** This document has been reviewed and approved by the

Approval by Manager (less than \$20,000) Attorney and stamp affixed thereto. Yes No

Approval by Manager per authorization of Board

Date of Board authorization: _____ Attorney's Signature: *Anthony Ritchie*

Approval by Manager subject to authorization by Board Date: 3/30/11

Date Board authorization requested: 4/4/11

Clerk to confirm authorization given _____

Use Standard Template **RISK MANAGEMENT**

[Include these coverages: CGL , Auto , WC , Professional , Property , Pollution , Nonprofit , Technology E&O

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

With incorporation of insurance provisions as shown, this document is approved by the Risk Manager: 3/2/11

Risk Manager's Signature: *Debra Roberts* Date: _____

INFORMATION TECHNOLOGY DIRECTOR

(Applicable only for hardware/software purchase or related services)

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature Date: _____

Date Received: _____ **BUDGET AND FINANCE**

Yes No -Sufficient funds are available in the proper category to pay for this expenditure.

Yes No -This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Budget Code: _____ Vendor No.: _____ Encumbrance No.: _____

Notes: _____

Yes No - A budget amendment is necessary before this agreement is approved.

Yes No - A budget amendment is attached as required for approval of this agreement.

Finance Director's Signature: _____ Date: _____

CLERK

Date Received: _____ Agenda Date: _____ Approved by Board: Yes No at meeting of _____

Signature(s) Required: Board Chairman/County Manager Finance Director Clerk

Attorney Information Tech. Director Other: _____

COUNTY MANAGER

This document has been reviewed and its approval recommended by the County Manager. Yes No

County Manager's Signature: _____ Date: _____

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS CONTRACT is made and entered into this ____ day of _____, 2011, by and between UNION COUNTY, a political subdivision of the State of North Carolina acting through the Union County Sheriff's Office, hereinafter referred to as "Union," and BROWN CREEK ANIMAL HOSPITAL, a licensed veterinary facility or veterinarian licensed to practice in the State of North Carolina whose address is 610 Hwy 74 East, PO Box 400, Polkton, NC 28135, hereinafter referred to as "Veterinarian."

WITNESSETH:

WHEREAS, Union and Veterinarian desire to reduce the number of unwanted cats and dogs in Union County; and

WHEREAS, the parties agree that a spay/neuter program upon adoption of a dog or cat from the Union County Animal Shelter will further said reduction;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and in an effort to make the Adoption/Medical contracts more effective and understandable for all involved (Adopting Party, Veterinarian, Veterinarian's Employees and Animal Shelter Staff), the parties hereto contract and agree as follows:

1. The terms of this agreement shall only apply to dogs or cats adopted from the Union County Animal Shelter.
2. During Visit I, the Veterinarian shall first give the animal a physical examination. If the animal requires major medical treatment, the Veterinarian shall give the Adopting Party a medical slip explaining the necessary medical treatment and its associated costs, and the Adopting Party shall have the choice whether to proceed with the medical treatment. All costs for such additional medical treatment shall be the responsibility of the Adopting Party, and Union shall not be liable for any such costs. The Veterinarian shall keep a copy of the aforementioned medical slip on file and shall provide a copy of it to the Union County Animal Shelter upon request. If the animal does not require major medical treatment, the Visit I services shall be completed and an appointment scheduled for Visit II by the Veterinarian's Office. During Visit II, the Veterinarian shall spay or neuter, as appropriate, the animal.
3. When an animal four (4) months of age or older is brought in for Visit I, the Veterinarian may complete both Visit I and Visit II services, if convenient. If not convenient on Visit I, the animal shall be rescheduled for Visit II as soon as possible. All dogs and cats four months of age or older must receive their initial rabies shot as a part of the adoption process. The cost for rabies vaccination is not included in the adoption fee and charges for this service are the sole responsibility of the Adopting Party.

4. The attached "Union County Sheriff's Office/Animal Services Pet Adoption/Medical Contract" is incorporated herein by reference and hereinafter referred to as the "Medical Contract." Union shall compensate Veterinarian for Visit I after services are rendered and upon receipt of a copy of the Medical Contract, executed by the Veterinarian and the Adopting Party, and showing where indicated the date that the Visit I services were performed. Union shall compensate Veterinarian for Visit II, balance of payment, after services are rendered and upon receipt of a copy of the Medical Contract, executed by the Veterinarian and the Adopting Party, and showing where indicated the date that the Visit II services were performed. In the event that an animal receives both Visit I and Visit II services during the same visit pursuant to Paragraph 3, Union shall compensate Veterinarian for both visits after services are rendered and upon receipt of a copy of the Medical Contract, (with total charges), executed by the Veterinarian and Adopting Party, and showing were indicated the date that the Visit I and Visit II services were performed.

5. Compensation shall be based upon the following schedule:

Visit I	\$25.00
Visit II	\$50.00

6. Veterinarian understands and agrees that Union shall compensate Veterinarian only for those services provided pursuant to this agreement, and that in no event shall Union pay Veterinarian in excess of \$75.00 for each animal (dog or cat). All shots and subsequent costs are the responsibility of the Adopting Party.

7. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

8. Union and Veterinarian agree to schedule meetings as necessary to review this procedure and to cooperate in accomplishing the intended results.

9. The initial term of this agreement shall be for one (1) year (the "Initial Term"). After the Initial Term, this agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term"); provided, however, that either party may terminate this agreement at any time without cause, whether during the Initial Term or any Renewal Term, upon not less than thirty (30) days' written notice to the other party. In the event of a breach of the terms of this agreement by either party, which breach is not corrected within ten (10) days following written notice thereof, this agreement may be terminated immediately.

10. Veterinarian shall supply, at Veterinarian's sole expense, all equipment, tools, materials, and/or supplies to accomplish the job agreed to be performed in this Agreement. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Veterinarian or the employees of Veterinarian. Veterinarian shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Veterinarian understands that Veterinarian is responsible to pay, according to law, Veterinarian's income tax. If Veterinarian is not a corporation, Veterinarian further understands that Veterinarian may be liable for self-employment (social security) tax, to be paid by Veterinarian according to law. Because Veterinarian is engaged in Veterinarian's own independently established business, Veterinarian and Veterinarian's employees are not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union. No workers compensation insurance shall be obtained by Union concerning Veterinarian or the employees of Veterinarian. Veterinarian shall comply with the workers' compensation law concerning Veterinarian and the employees of Veterinarian, and shall, upon

Union's request, provide to Union a certificate of workers' compensation insurance.

11. At Veterinarian's sole expense, Veterinarian 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. **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 |

- B. **PROFESSIONAL LIABILITY**
- \$1,000,000 Per Occurrence

Veterinarian shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

A. The Veterinarian'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.

B. Before commencement of any work or event, Veterinarian shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Veterinarian 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 Veterinarian's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Veterinarian.

E. Notwithstanding the notification requirements of the Insurer, Veterinarian hereby agrees to notify County's Risk Manager at 500 N. Main Street #130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

F. The Certificate of Insurance should note in the Description of Operations the following:

Department: Sheriff's Office
Contract #: 2663

G. Insurance procured by Veterinarian shall not reduce nor limit Veterinarian'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. Certificate Holder shall be listed as follows:

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

I. If Veterinarian is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Veterinarian 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.

12. Veterinarian agrees to protect, defend, indemnify and hold Union, the Union County Sheriff, their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Veterinarian, its officers, employees, subcontractors or agents. Veterinarian 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.

13. This agreement shall supersede all prior agreements between the parties for the same or similar services.

ATTEST:

UNION COUNTY

By: _____

By: _____
Cynthia A. Coto, County Manager

ATTEST:

BROWN CREEK ANIMAL HOSPITAL

By: _____

By: _____

APPROVED AS TO LEGAL FORM



Union County Sheriff's Office / Animal Services
Pet Adoption / Medical Contract

Contract#:

Contract Date:

Animal ID#:



This Contract which EXPIRES SIX (6) MONTHS FROM TODAY is made this day between Union County Animal Services and the following party:

Adopter:

Phone#:

Address:

Drivers Lic#:

Rabies Vaccination Certificate Information

Rabies Tag:

Administered:

Expires:

By:

** Veterinarian Copy **

Gender:

Breed:

Color:

Visit II Neuter

Due on or Before:

Complete: ____/____/____ \$50.00

Visit I Well Check

Due on or Before:

Complete: ____/____/____ \$25.00

=====
 \$75.00 Combined

Vendor Name: _____

Billing Address: _____

City, State, Zip: _____

I certify that the services indicated above were performed in accordance with the terms of the contract between Union County and myself.

X

Signature of DVM

I acknowledge the animal received the services listed above **X**

Adopter

For Animal Services Use Only

Medical Services

Account Number:

Vendor#: _____

Invoice#: _____

Received Date: _____

Approved by: _____
 I have reviewed and approved this invoice for payment.

Finance Review: _____

UNION COUNTY - CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Attorney, (3) Risk Management, (4) Information Systems, (5) Finance, (6) Clerk, (7) County Manager

DEPARTMENT
EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2664

Party/Vendor Name: Central Providence Veterinary Hospital

Party/Vendor Contact Person: Dr. David Booker Contact Phone: 704-844-8387

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address: 10618-B Providence Rd. City: Charlotte State: NC Zip: 28277

Department: Union County Sheriff's Office-Animal Services Div. Amount: \$25/Visit I, \$50/Visit II per animal

Purpose: Spay/Neuter Program for Adopted Animals

Budget Code(s)(put comma between multiple codes): 10-543138-5383

Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable]

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: _____

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature: *Eddie Carter* Date: 2-2-11

Approval by Board

ATTORNEY

Approval by Manager (less than \$20,000)

This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No

Approval by Manager per authorization of Board

Date of Board authorization: _____

Attorney's Signature: *Courtney P. Ritchie*

Approval by Manager subject to authorization by Board

Date: 3/30/11

Date Board authorization requested: 4/14/11

Clerk to confirm authorization given _____

Use Standard Template

RISK MANAGEMENT

[Include these coverages: CGL Auto WC Professional Property Pollution Nonprofit Technology E&O

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

With incorporation of insurance provisions as shown, this document is approved by the Risk Manager: 3/2/11

Risk Manager's Signature: *Paul Hanks* Date: _____

INFORMATION TECHNOLOGY DIRECTOR

(Applicable only for hardware/software purchase or related services)

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature Date: _____

Date Received: _____

BUDGET AND FINANCE

Yes No -Sufficient funds are available in the proper category to pay for this expenditure.

Yes No -This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Budget Code: _____ Vendor No.: _____ Encumbrance No.: _____

Notes: _____

Yes No - A budget amendment is necessary before this agreement is approved.

Yes No - A budget amendment is attached as required for approval of this agreement.

Finance Director's Signature: _____ Date: _____

CLERK

Date Received: _____ Agenda Date: _____ Approved by Board: Yes No at meeting of _____

Signature(s) Required: Board Chairman/County Manager Finance Director Clerk
 Attorney Information Tech. Director Other: _____

COUNTY MANAGER

This document has been reviewed and its approval recommended by the County Manager. Yes No

County Manager's Signature: _____ Date: _____

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS CONTRACT is made and entered into this ____ day of _____, 2011, by and between UNION COUNTY, a political subdivision of the State of North Carolina acting through the Union County Sheriff's Office, hereinafter referred to as "Union," and CENTRAL PROVIDENCE VETERINARY HOSPITAL, a licensed veterinary facility or veterinarian licensed to practice in the State of North Carolina whose address is 10618-B Providence Road, Charlotte, NC 28277, hereinafter referred to as "Veterinarian."

WITNESSETH:

WHEREAS, Union and Veterinarian desire to reduce the number of unwanted cats and dogs in Union County; and

WHEREAS, the parties agree that a spay/neuter program upon adoption of a dog or cat from the Union County Animal Shelter will further said reduction;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and in an effort to make the Adoption/Medical contracts more effective and understandable for all involved (Adopting Party, Veterinarian, Veterinarian's Employees and Animal Shelter Staff), the parties hereto contract and agree as follows:

1. The terms of this agreement shall only apply to dogs or cats adopted from the Union County Animal Shelter.
2. During Visit I, the Veterinarian shall first give the animal a physical examination. If the animal requires major medical treatment, the Veterinarian shall give the Adopting Party a medical slip explaining the necessary medical treatment and its associated costs, and the Adopting Party shall have the choice whether to proceed with the medical treatment. All costs for such additional medical treatment shall be the responsibility of the Adopting Party, and Union shall not be liable for any such costs. The Veterinarian shall keep a copy of the aforementioned medical slip on file and shall provide a copy of it to the Union County Animal Shelter upon request. If the animal does not require major medical treatment, the Visit I services shall be completed and an appointment scheduled for Visit II by the Veterinarian's Office. During Visit II, the Veterinarian shall spay or neuter, as appropriate, the animal.
3. When an animal four (4) months of age or older is brought in for Visit I, the Veterinarian may complete both Visit I and Visit II services, if convenient. If not convenient on Visit I, the animal shall be rescheduled for Visit II as soon as possible. All dogs and cats four months of age or older must receive their initial rabies shot as a part of the adoption process. The cost for rabies vaccination is not included in the adoption fee and charges for this service are the sole responsibility of the Adopting Party.

4. The attached "Union County Sheriff's Office/Animal Services Pet Adoption/Medical Contract" is incorporated herein by reference and hereinafter referred to as the "Medical Contract." Union shall compensate Veterinarian for Visit I after services are rendered and upon receipt of a copy of the Medical Contract, executed by the Veterinarian and the Adopting Party, and showing where indicated the date that the Visit I services were performed. Union shall compensate Veterinarian for Visit II, balance of payment, after services are rendered and upon receipt of a copy of the Medical Contract, executed by the Veterinarian and the Adopting Party, and showing where indicated the date that the Visit II services were performed. In the event that an animal receives both Visit I and Visit II services during the same visit pursuant to Paragraph 3, Union shall compensate Veterinarian for both visits after services are rendered and upon receipt of a copy of the Medical Contract, (with total charges), executed by the Veterinarian and Adopting Party, and showing where indicated the date that the Visit I and Visit II services were performed.

5. Compensation shall be based upon the following schedule:

Visit I	\$25.00
Visit II	\$50.00

6. Veterinarian understands and agrees that Union shall compensate Veterinarian only for those services provided pursuant to this agreement, and that in no event shall Union pay Veterinarian in excess of \$75.00 for each animal (dog or cat). All shots and subsequent costs are the responsibility of the Adopting Party.

7. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

8. Union and Veterinarian agree to schedule meetings as necessary to review this procedure and to cooperate in accomplishing the intended results.

9. The initial term of this agreement shall be for one (1) year (the "Initial Term"). After the Initial Term, this agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term"); provided, however, that either party may terminate this agreement at any time without cause, whether during the Initial Term or any Renewal Term, upon not less than thirty (30) days' written notice to the other party. In the event of a breach of the terms of this agreement by either party, which breach is not corrected within ten (10) days following written notice thereof, this agreement may be terminated immediately.

10. Veterinarian shall supply, at Veterinarian's sole expense, all equipment, tools, materials, and/or supplies to accomplish the job agreed to be performed in this Agreement. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Veterinarian or the employees of Veterinarian. Veterinarian shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Veterinarian understands that Veterinarian is responsible to pay, according to law, Veterinarian's income tax. If Veterinarian is not a corporation, Veterinarian further understands that Veterinarian may be liable for self-employment (social security) tax, to be paid by Veterinarian according to law. Because Veterinarian is engaged in Veterinarian's own independently established business, Veterinarian and Veterinarian's employees are not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union. No workers compensation insurance shall be obtained by Union concerning Veterinarian or the employees of Veterinarian. Veterinarian shall comply with the workers' compensation law concerning Veterinarian and the employees of Veterinarian, and shall, upon

Union's request, provide to Union a certificate of workers' compensation insurance.

11. At Veterinarian's sole expense, Veterinarian 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. **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 |

- B. **PROFESSIONAL LIABILITY**
- \$1,000,000 Per Occurrence

Veterinarian shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

A. The Veterinarian'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.

B. Before commencement of any work or event, Veterinarian shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Veterinarian 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 Veterinarian's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Veterinarian.

E. Notwithstanding the notification requirements of the Insurer, Veterinarian hereby agrees to notify County's Risk Manager at 500 N. Main Street #130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

F. The Certificate of Insurance should note in the Description of Operations the following:

Department: Sheriff's Office
Contract #: 2664

G. Insurance procured by Veterinarian shall not reduce nor limit Veterinarian'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. Certificate Holder shall be listed as follows:

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

I. If Veterinarian is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Veterinarian 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.

12. Veterinarian agrees to protect, defend, indemnify and hold Union, the Union County Sheriff, their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Veterinarian, its officers, employees, subcontractors or agents. Veterinarian 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.

13. This agreement shall supersede all prior agreements between the parties for the same or similar services.

ATTEST:

UNION COUNTY

By: _____

By: _____
Cynthia A. Coto, County Manager

ATTEST:

CENTRAL PROVIDENCE VETERINARY HOSPITAL

By: _____

By: _____

APPROVED AS TO LEGAL FORM 

Union County Sheriff's Office / Animal Services
Pet Adoption / Medical Contract

Contract#:

Contract Date:

Animal ID#:



This Contract which EXPIRES SIX (6) MONTHS FROM TODAY is made this day between Union County Animal Services and the following party:

Adopter:

Phone#:

Address:

Drivers Lic#:

Rabies Vaccination Certificate Information

Rabies Tag:

Administered:

Expires:

By:

** Veterinarian Copy **

Gender:	Breed:	Color:
---------	--------	--------

Visit II Neuter

Due on or Before:

Complete: ___/___/___ \$50.00

Visit I Well Check

Due on or Before:

Complete: ___/___/___ \$25.00

=====
\$75.00 Combined

<p>Vendor Name: _____</p> <p>Billing Address: _____</p> <p>City, State, Zip: _____</p>	<p>I certify that the services indicated above were performed in accordance with the terms of the contract between Union County and myself.</p>
<p>_____ X</p> <p>Signature of DVM</p>	
<p>I acknowledge the animal received the services listed above X</p> <p>Adopter</p>	

For Animal Services Use Only		Medical Services	Account Number: _____
Vendor#: _____	Invoice#: _____		
Received Date: _____	Approved by: _____	I have reviewed and approved this invoice for payment.	
Finance Review: _____			

UNION COUNTY - CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Attorney, (3) Risk Management, (4) Information Systems, (5) Finance, (6) Clerk, (7) County Manager

DEPARTMENT
EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2665

Party/Vendor Name: Mercy Animal Hospital

Party/Vendor Contact Person: Dr. Charles Jones/Dr. Dawn Jones Contact Phone: 704-821-8100

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address: 1110 Technology Dr.-Suite B City: Indian Trail State: NC Zip: 28079

Department: Union County Sheriff's Office-Animal Services Div. Amount: \$25/Visit I, \$50/Visit II per animal

Purpose: Spay/Neuter Program for Adopted Animals

Budget Code(s)(pul comma between multiple codes): 10-543138-5383

Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable]

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: _____

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature: Eddie Carter Date: 2-2-11

Approval by Board

ATTORNEY

This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No

Approval by Manager (less than \$20,000)

Approval by Manager per authorization of Board

Date of Board authorization: _____

Attorney's Signature: Caroline P. Mitchell
Date: 3/20/11 3/30/11 CRR

Approval by Manager subject to authorization by Board

Date Board authorization requested: 4/4/11

Clerk to confirm authorization given

Use Standard Template

RISK MANAGEMENT

[Include these coverages: CGL ; Auto ; WC ; Professional ; Property ; Pollution ; Nonprofit ; Technology E&O

OR See Working Copy OR No Insurance Required ** need to clarify vet not an employee*

Hold Contract pending receipt of Certificate of Insurance

With incorporation of insurance provisions as shown, this document is approved by the Risk Manager:

Risk Manager's Signature: [Signature] Date: 2/18/11

INFORMATION TECHNOLOGY DIRECTOR

(Applicable only for hardware/software purchase or related services)

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature Date: _____

BUDGET AND FINANCE

Date Received: _____ Yes No -Sufficient funds are available in the proper category to pay for this expenditure.

Yes No -This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Budget Code: _____ Vendor No.: _____ Encumbrance No.: _____

Notes: _____

Yes No - A budget amendment is necessary before this agreement is approved.

Yes No - A budget amendment is attached as required for approval of this agreement.

Finance Director's Signature: _____ Date: _____

CLERK

Date Received: _____ Agenda Date: _____ Approved by Board: Yes No at meeting of _____

Signature(s) Required: Board Chairman/County Manager Finance Director Clerk
 Attorney Information Tech. Director Other: _____

COUNTY MANAGER

This document has been reviewed and its approval recommended by the County Manager. Yes No

County Manager's Signature: _____ Date: _____

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS CONTRACT is made and entered into this ____ day of _____, 2011, by and between UNION COUNTY, a political subdivision of the State of North Carolina acting through the Union County Sheriff's Office, hereinafter referred to as "Union," and MERCY ANIMAL HOSPITAL, a licensed veterinary facility or veterinarian licensed to practice in the State of North Carolina whose address is 1110 Technology Drive, Suite B, Indian Trail, NC 28079, hereinafter referred to as "Veterinarian."

WITNESSETH:

WHEREAS, Union and Veterinarian desire to reduce the number of unwanted cats and dogs in Union County; and

WHEREAS, the parties agree that a spay/neuter program upon adoption of a dog or cat from the Union County Animal Shelter will further said reduction;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and in an effort to make the Adoption/Medical contracts more effective and understandable for all involved (Adopting Party, Veterinarian, Veterinarian's Employees and Animal Shelter Staff), the parties hereto contract and agree as follows:

1. The terms of this agreement shall only apply to dogs or cats adopted from the Union County Animal Shelter.

2. During Visit I, the Veterinarian shall first give the animal a physical examination. If the animal requires major medical treatment, the Veterinarian shall give the Adopting Party a medical slip explaining the necessary medical treatment and its associated costs, and the Adopting Party shall have the choice whether to proceed with the medical treatment. All costs for such additional medical treatment shall be the responsibility of the Adopting Party, and Union shall not be liable for any such costs. The Veterinarian shall keep a copy of the aforementioned medical slip on file and shall provide a copy of it to the Union County Animal Shelter upon request. If the animal does not require major medical treatment, the Visit I services shall be completed and an appointment scheduled for Visit II by the Veterinarian's Office. During Visit II, the Veterinarian shall spay or neuter, as appropriate, the animal.

3. When an animal four (4) months of age or older is brought in for Visit I, the Veterinarian may complete both Visit I and Visit II services, if convenient. If not convenient on Visit I, the animal shall be rescheduled for Visit II as soon as possible. All dogs and cats four

months of age or older must receive their initial rabies shot as a part of the adoption process. The cost for rabies vaccination is not included in the adoption fee and charges for this service are the sole responsibility of the Adopting Party.

4. The attached "Union County Sheriff's Office/Animal Services Pet Adoption/Medical Contract" is incorporated herein by reference and hereinafter referred to as the "Medical Contract." Union shall compensate Veterinarian for Visit I after services are rendered and upon receipt of a copy of the Medical Contract, executed by the Veterinarian and the Adopting Party, and showing where indicated the date that the Visit I services were performed. Union shall compensate Veterinarian for Visit II, balance of payment, after services are rendered and upon receipt of a copy of the Medical Contract, executed by the Veterinarian and the Adopting Party, and showing where indicated the date that the Visit II services were performed. In the event that an animal receives both Visit I and Visit II services during the same visit pursuant to Paragraph 3, Union shall compensate Veterinarian for both visits after services are rendered and upon receipt of a copy of the Medical Contract, (with total charges), executed by the Veterinarian and Adopting Party, and showing were indicated the date that the Visit I and Visit II services were performed.

5. Compensation shall be based upon the following schedule:

Visit I	\$25.00
Visit II	\$50.00

6. Veterinarian understands and agrees that Union shall compensate Veterinarian only for those services provided pursuant to this agreement, and that in no event shall Union pay Veterinarian in excess of \$75.00 for each animal (dog or cat). All shots and subsequent costs are the responsibility of the Adopting Party.

7. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

8. Union and Veterinarian agree to schedule meetings as necessary to review this procedure and to cooperate in accomplishing the intended results.

9. The initial term of this agreement shall be for one (1) year (the "Initial Term"). After the Initial Term, this agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term"); provided, however, that either party may terminate this agreement at any time without cause, whether during the Initial Term or any Renewal Term, upon not less than thirty (30) days' written notice to the other party. In the event of a breach of the terms of this agreement by either party, which breach is not corrected within ten (10) days following written notice thereof, this agreement may be terminated immediately.

10. Veterinarian shall supply, at Veterinarian's sole expense, all equipment, tools, materials, and/or supplies to accomplish the job agreed to be performed in this Agreement. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Veterinarian or the employees of Veterinarian. Veterinarian shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Veterinarian understands that Veterinarian is responsible to pay, according to law, Veterinarian's income tax. If Veterinarian is not a corporation, Veterinarian further understands that Veterinarian may be liable for self-employment (social security) tax, to be paid by Veterinarian according to law. Because Veterinarian is engaged in Veterinarian's own independently established business, Veterinarian and Veterinarian's employees are not eligible for, and shall not participate in, any employee pension,

health or other fringe benefit plan of Union. No workers compensation insurance shall be obtained by Union concerning Veterinarian or the employees of Veterinarian. Veterinarian shall comply with the workers' compensation law concerning Veterinarian and the employees of Veterinarian, and shall, upon Union's request, provide to Union a certificate of workers' compensation insurance.

11. At Veterinarian's sole expense, Veterinarian 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. 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

B. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

Veterinarian shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

A. The Veterinarian'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.

B. Before commencement of any work or event, Veterinarian shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Veterinarian 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 Veterinarian's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Veterinarian.

E. Notwithstanding the notification requirements of the Insurer, Veterinarian hereby agrees to notify County's Risk Manager at 500 N. Main Street #130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

F. The Certificate of Insurance should note in the Description of Operations the following:

Department: Sheriff's Office
Contract #: 2665

~~G. Insurance procured by Veterinarian shall not reduce nor limit Veterinarian'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. Certificate Holder shall be listed as follows:

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

I. If Veterinarian is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Veterinarian 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.

12. Veterinarian agrees to protect, defend, indemnify and hold Union, the Union County Sheriff, their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Veterinarian, its officers, employees, subcontractors or agents. Veterinarian 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.

13. This agreement shall supersede all prior agreements between the parties for the same or similar services.

ATTEST:

UNION COUNTY

By: _____

By: _____
County Manager

ATTEST:

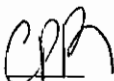
MERCY ANIMAL HOSPITAL

By: _____

By: _____
Dr. Charles Jones

By: _____
Dr. Dawn Jones

APPROVED AS TO LEGAL FORM



**Union County Sheriff's Office / Animal Services
Pet Adoption / Medical Contract**

Contract#:

Contract Date:

Animal ID#:



This Contract which EXPIRES SIX (6) MONTHS FROM TODAY is made this day between Union County Animal Services and the following party:

Adopter:

Phone#:

Address:

Drivers Lic#:

Rabies Vaccination Certificate Information

Rabies Tag:

Administered:

Expires:

By:

** Veterinarian Copy **

Gender:

Breed:

Color:

Visit II Neuter

Due on or Before:

Complete: ____/____/____ \$50.00

Visit I Well Check

Due on or Before:

Complete: ____/____/____ \$25.00

=====
\$75.00 Combined

Vendor Name: _____

Billing Address: _____

City, State, Zip: _____

I certify that the services indicated above were performed in accordance with the terms of the contract between Union County and myself.

X

Signature of DVM

I acknowledge the animal received the services listed above. **X**

Adopter

For Animal Services Use Only

Medical Services

Account Number: _____

Vendor#: _____

Invoice#: _____

Received Date: _____

Approved by: _____

I have reviewed and approved this invoice for payment.

Finance Review: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date: 04/04/11

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

SUBJECT: Conversion of Requisition #343-L-3 Communications Mobile-Vision, Inc.

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

ATTACHMENT(S): Requisition #343 **INFORMATION CONTACT:** Capt. Steve Simpson

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

DEPARTMENT'S RECOMMENDED ACTION: Approve Requisition #343 to Purchase Order

BACKGROUND: Requisition is for purchase of (18) Digital In-Car Video Systems for installation in law enforcement vehicles.

FINANCIAL IMPACT: \$94,185

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Bill To
 UNION COUNTY SHERIFF'S OFFICE
 3344 PRESSON ROAD
 ROBIN HUNTER 704-292-2694
 MONROE, NC

28112

Requisition 00000343-00 FY 2011

Acct No: 40 -20-5-431-00-5550 -PR049
 Review:
 Buyer:
 Status: Released

Page 1

Vendor
 L-3 COMMUNICATIONS MOBILE-VISION INC
 90 FANNY ROAD

BOONTON, NJ 07005

Ship To
 UNION COUNTY SHERIFF'S OFFICE
 3344 PRESSON ROAD
 ROBIN HUNTER 704-292-2694
 MONROE, NC 28112

Delivery Reference
 BRIAN GRIFFIN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/11	016403	03/14/11			LAW ENFORCEMENT ADMIN/OPERT

LN	Description / Account	Qty	Unit Price	Net Price
001	(18) MVD-FB2DVS-2 FLASHBACK 2 DIGITAL VIDEO SYSTEM @ \$5040/EA=\$90720 (18) MVD-CRASH-BAT COLLISION SENSOR (TRIGGERS DVR) @\$142.50/EA=\$2565.00 (18) MVD-FB-CK2 CABLE KIT, DVR W/OHC @ \$0 Additional Description Notes ----- CAR TYPE: 17 CROWN VIC 1 TAHOE (18)MVD-DM2-24/55WH STUD MOUNT ANTENNA 18' CABLES (RF-195 & RG-174) WITH SMA/SMA BOLT CONFIGURATION (NOT MAG MOUNT) WHITE DOME ANTENNA INSTALLATION NOT INCLUDED	18.0 Each	5182.50000	93285.00

40 -20-5-431-00-5550 -PR049 93285.00

002 SHIPPING & HANDLING \$900 1.0 0.00000 900.00
Each

*Amount reflects \$900.00 freight.

40 -20-5-431-00-5550 -PR049 900.00

Bid Number: 0

Requisition Total 94185.00

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

Account	Amount	Remaining Budget
40 -20-5-431-00-5550 -PR049	94185.00	155277.00
LAW ENFORCEMENT		
OTHER EQUIPMENT		

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

Activity	Date	Clerk	Comment
CCancelled	03/14/11	Dept431: Robin Hunter	Key value(s) changed.
Queued	03/14/11	Dept413: April Langston	Key value(s) changed.

Pending

Dept431: Steve Simpson Key value(s) changed.

```

=====
Bill To                                     Requisition 00000343-00  FY 2011
UNION COUNTY SHERIFF'S OFFICE
3344 PRESSON ROAD                          Acct No: 40  -20-5-431-00-5550  -PR049
ROBIN HUNTER 704-292-2694                 Review:
MONROE, NC                                Buyer:
                                           Status: Released
                                           Page 2
=====

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Vendor
L-3 COMMUNICATIONS MOBILE-VISION INC
90 FANNY ROAD

BOONTON, NJ 07005

Ship To
UNION COUNTY SHERIFF'S OFFICE
3344 PRESSON ROAD
ROBIN HUNTER 704-292-2694
MONROE, NC 28112

Delivery Reference
BRIAN GRIFFIN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/11	016403	03/14/11			LAW ENFORCEMENT ADMIN/OPERT

LN	Description / Account	Qty	Unit Price	Net Price
Pending	Dept431: Rose Phifer		Key value(s) changed.	
Pending	Dept431: Robin Hunter		Key value(s) changed.	
Pending	Dept431: Jean Hart		Key value(s) changed.	
Pending	Dept426: Trina Horne		Key value(s) changed.	
Pending	Dept426: Nicole Hatch		Key value(s) changed.	

Authorized By: _____ Date: _____
Signature



communications

Mobile-Vision, Inc.
80 Fanny Road
Boonton, NJ 07005
Tel: (800) 336-8476 (973) 263-1090 Fax: (973) 257-3024
www.L-3com.com/mv

December 20, 2010

Brian Griffin
Support Services/ K-9 Unit
Union County Sheriff Dept.
3344 Presson Road
Monroe, NC 28112

Dear Brian:

RE: Sole Source Letter

The L-3 Communications Mobile-Vision, Inc. Flashback and Flashback2 DVR along with AirVision, CycleVision and Interview Room products, VHS System 7, VHS System 7 PRO and all associated spare parts and accessories are designed and manufactured exclusively by L-3 Communications Mobile-Vision, Inc. and are not available from another source. In addition, all Extended Warranty services, repair and warranty claims are managed exclusively by L-3 Mobile-Vision. Any work performed by non-authorized personnel will void all warranties and claims.

The Digital Evidence Series™ of digital evidence management solutions is a series of software and workstation/server products designed specifically, and only, by L-3 Communications Mobile-Vision, Inc. to support its Flashback2 digital in-car video solution.

The series includes versions of the Digital Evidence Pro™, Digital Evidence Tracker™ and Digital Evidence Viewer™ that are configured with various levels of software and hardware that accommodate an agency based on fleet size and/or evidence volume. All of the Digital Evidence Pro, Tracker and Viewer modules enable the following exclusive, sole source capabilities:

- Intelligent Wireless Transfer™ (Patent Pending)
- Automated Intelligent Volume Management™ (Patent Pending)
- Case Management Features

Please call me if you have any questions or need additional information.

Sincerely,

Mark Pavlek
L-3 Mobile Vision, Inc.



L-3 Mobile Vision Inc.
90 Fanny Road
Boonton, NJ 07005
P 800-336-8475
F 973-257-3024
www.L-3com.com/my

Dec-20-2010

Union County Sheriff's Department
Attn: Brian Griffin
3344 Presson Road
Monroe, NC 28112

RE: Proposal for Mobile Digital In-Car Video Solution

Dear Brian Griffin:

L-3 Communications Mobile Vision Inc., (L-3) is pleased to present to you the enclosed proposal for our Flashback 2 Digital In-Car Video System. This proposal is tailored to best meet your individual department's requirements at the lowest possible price, based on our understanding of your specific functional and operational needs.

You may accept this Proposal by issuing a signed purchase order referring to the Quotation number and date, or by simply signing and returning the attached Quotation where indicated. Alternatively, L-3 Communications Mobile Vision Inc. would be pleased to address any concerns or questions you may have regarding this Proposal. This offer shall remain valid for 60 days after the date of the attached Quotation, after which time it must be re-quoted.

As a Fortune 200 Aerospace/Military/Law Enforcement company, L-3 Mobile Vision is recognized as the premier provider of in-car video equipment to law enforcement and public safety agencies throughout North America. Since inception, we have successfully implemented systems in more than 8,800 agencies worldwide. For over 23 years, we have partnered with law enforcement agencies to help them achieve their technology objectives.

L-3 appreciates your consideration of this Proposal and hopes you will find it acceptable. We look forward to receiving your response and to serving your agency. If you have any questions, please feel free to contact me at 973-255-0964.

Sincerely yours,

Kris Newton

L-3 Communications, Mobile Vision, Inc.



Mobile-Vision, Inc.

Req # 343

QUOTE

90 Fanny Rd, Boonton, NJ 07005
T. 800-336-8475 F. 973-257-3024

Number AAAQ1691
Date Dec 17, 2010

Sold To

Union County Sheriff's Department

Brian Griffin
3344 Presson Road
Monroe, NC 28112
USA
Phone 7042922685
Fax 7042833614

Ship To

Union County Sheriff's Department

Brian Griffin
3344 Presson Road
Monroe, NC 28112
USA

Phone 7042922685
Fax 7042833614

Salesperson		P.O. Number		Ship Via	Terms	
NEWTON				UPS GROUND	NET 30	
Line	Qty	SKU	Description	Unit Price	Ext. Price	
1	18	MVD-FB2DVS-2	Flashback 2 Digital Video Syst	\$5,040.00	\$90,720.00	
2	18	MVD-CRASH-BAT	Collision Sensor (Triggers DVR	\$142.50	\$2,565.00	
3	18	MVD-FB-CK2	Cable Kit, DVR w/OHC	\$0.00	\$0.00	
4	Car Type: 17 Crown Vic 1 Tahoe					
5	18	MVD-DM2-24/55WH	Stud mount antenna 18' cables (RF-195 & RG-174) with SMA/SMA bolt configuration (not mag mount) white Dome Antenna	\$0.00	\$0.00	
6	Installation not included					

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Date: _____

SubTotal	\$93,285.00
Tax	TBD
Shipping	\$900.00
Total	\$94,185.00

Credit Terms: Net 30 Days. State/ Local Fee and Taxes are not included

4-10
1-10
1-10

*****Quotation is valid for 60 days from date issued*****

These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.

FLASHBACK2 OPTIONAL ACCESSORIES

QTY	MODEL-P/N	DESCRIPTION	UNIT PRICE
		<u>Flashcards</u>	
EA	MVD-FB2-CF8GB	8GB flashcard for Flashback2 units	\$299.00
EA	MVD-CF8GB	8GB flashcard for Flashback1 units	\$299.00
EA	MVD-FB2-CF16GB	16 GB Flashcard for Flashback2 units (NA for FB1)	\$379.00
EA	MVD-FB2-CF32GB	32 GB Flashcard for Flashback2 units (NA for FB1)	\$649.00
		<u>8GB Flashcard Upgrade (at time of unit purchase)</u>	
EA	MVD-1016GB-UPG	Upgrade from 8 GB to 16 GB Flashcard (NA for FB1)	\$155.00
EA	MVD-1032FB-UPGD	Upgrade from 8 GB to 32 GB Flashcard (NA for FB1)	\$379.00
		<u>Voice Link Plus (VLP2) Accessories with 2.4 MHz</u>	
EA	MVD-VLP2-TRA	Transmitter, belt clip, (2) mic cords	\$245.00
EA	MVD-VLP2-TR	Transmitter with belt clip	\$220.00
EA	MVD-VLP2-BAT	Battery	\$54.95
EA	MVD-VLP2-CG	Charging Base	\$39.95
EA	MVD-VLP2-CV	Transmitter for Cycle Vision	\$465.00
EA	MVD-VLP2-D8	Docking Station	\$195.00
EA	MVD-VLP2-DL	Dual VLP (includes full assembly and docking/charging bases)	\$565.00
EA	MVD-VLP2-DL-TM	Dual VLP for trunk mounted dvr's	\$565.00
EA	MVD-POUCH-VLP2	Leather Pouch	\$25.00
EA	MVD-VLP2-BC	Plastic Belt Clip	\$9.95
EA	MV-VLP-LPH-9	9" mic cord	\$25.00
EA	MV-VLP-LPH	30" mic cord	\$25.00
EA	MV-VLP-MCR	VLP Multi-Charger Rack – Holds 4 VLP charging bases (sold separately)	\$149.00
EA	MVD-FB-GRL-LIGHT	Grill Light	\$49.95
EA	MVD-IR-CAM	Infra Red Back Seat Camera (Not available for Flashback Lite)	\$295.00
EA	MVD-FB2-USB-128	USB Key (for Flashback2 only)	\$29.95
EA	MVD-FB-USB-128	USB Key (for Flashback1 only) - Limited supply	\$44.95
EA	MVD-CRASH-BAT	Collision Sensor	\$150.00
EA	MVD-FB-USB-READ	Flashcard Reader	\$50.00
EA	MVD-8675-A-ASSY	802.11A External Access Point (for wireless download of video files-Installation not included)	\$795.00
EA	MVD-CV-REM-STOP	Remote Stop Switch for Motorcycle Application	\$ 175.00
EA	MVD-RDR	Radar Interface – Priced between \$200-\$275 (Specify manufacturer)	
		<u>Flashback 1 and 2 with older style 900MGz VLP transmitter</u>	
EA	MV-VLP-TRA	Transmitter, belt clip, (2) mic cords	\$245.00
EA	MV-VLP-TR	Transmitter with belt clip	\$220.00
EA	MV-VLP-BP-P2	Battery	\$54.95
EA	MV-VLP-CG	Charging Base	\$39.95
EA	MV-VLP-D8	Docking Station	\$195.00
EA	MV-POUCH-VLP	Leather Pouch	\$25.00
EA	MV-VLP-BC	Belt Clip	\$9.95
EA	MV-VLP-LPH-9	9" Microphone Cord	\$25.00
EA	MV-VLP-LPH	30" Microphone Cord	\$25.00
EA	MV-VLP-MCR	VLP Multi-Charger Rack – Holds 4 VLP charging bases (sold separately)	\$149.00
		<u>Extended Maintenance on Flashback Units</u>	
EA	EMA-1	2 nd year for the system	\$250.00
EA	EMA-2	3 rd year for the system	\$300.00
EA	EMA-3	4 th year for the system	\$375.00
EA	EMA-4	5 th year for the system	\$475.00

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 04/04/11

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

SUBJECT: Conversion of Requisition #340-West Chatham Warning Devices, Inc.

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

ATTACHMENT(S):
Requisition #340

INFORMATION CONTACT:
Capt. Steve Simpson

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

DEPARTMENT'S RECOMMENDED ACTION: Approve Requisition #340 to Purchase Order

BACKGROUND: Requisition is for purchase of blue lights, sirens, etc. for installation in law enforcement vehicles

FINANCIAL IMPACT: \$22,277.40

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

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Bill To UNION COUNTY SHERIFF'S OFFICE 3344 PRESSON ROAD ROBIN HUNTER 704-292-2694 MONROE, NC 28112	Requisition 00000340-00 FY 2011 Acct No: 10 -20-5-431-30-5290 -1050 Review: Buyer: Status: Released	Page 1
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Vendor WEST CHATHAM WARNING DEVICES INC 2208 GAMBLE ROAD SAVANNAH, GA 31405	Ship To UNION COUNTY SHERIFF'S OFFICE 3344 PRESSON ROAD ROBIN HUNTER 704-292-2694 MONROE, NC 28112
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Delivery Reference
BRIAN GRIFFIN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/11	033329	03/10/11			LAW ENFORCEMENT ADMIN/OPERT

LN	Description / Account	Qty	Unit Price	Net Price
001	*****2011 CV***** WHE-AVNCV9BB REAR DECK AVENGER BLUE/BLUE FITS AROUND 3RD BRAKE LIGHT 01-0686337-22C @ \$195.00/EA=\$3900. 00	20.0	195.00000	3900.00
	10 -20-5-431-30-5290 -1053			195.00
	10 -20-5-431-30-5290 -1055			195.00
	10 -20-5-431-30-5290 -1056			780.00
	10 -20-5-431-30-5290 -1050			2730.00
002	****2011 F150 ANIMAL CONTROL**** (2) WHE-UHFPOS HEADLIGHT FLASHER 4 FLASH P 2011 F150 @ \$27.50/EA=\$55. 00 (8) WHE-50B03ZCR 500 TIR/6 LED SYNC. BLU/CLR @ \$63/EA=\$504 (8) WHE-5TSMAB 500 TIR SURFACE MT. KIT BLAC Additional Description Notes ----- TIR6 LED ONLY (USE 5BKT1 WITH THIS FOR OPT IONAL GRILLE MT) @ \$0/EA=\$0 \$ INCLUDED ABOVE *CUST MAKING HIS OWN L BRKTS	1.0	559.00000	559.00
	10 -20-5-431-38-5290 -			559.00
003	*****2011 FUSION***** (2) SOU-EGHDT1BB GHOST LIGHT-DUAL LED SURFACE MOUNT, BLUE @ \$168/EA=\$336 (2) SOU-EGHST1B GHOST LIGHT, SINGLE BLUE 6 LED @ \$78/EA=\$156 (1) WHE-SA315P SA315P SPEAKER, BLACK PLASTI Additional Description Notes ----- MT BRKT (SAK*) INCLUDED @ \$99/EA=\$99 (1) WHE-SAK31 SA-315 MOUNT KIT FORD FUSION FUSION 07-10 @ \$0=\$0	1.0	591.00000	591.00

*CUST SUPPLYING SIREN

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Bill To                               Requisition 0000340-00  FY 2011
UNION COUNTY SHERIFF'S OFFICE
3344 PRESSON ROAD                    Acct No: 10  -20-5-431-30-5290  -1050
ROBIN HUNTER 704-292-2694           Review:
MONROE, NC                            Buyer:
                                     Status: Released
                                     Page 2
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Vendor
WEST CHATHAM WARNING DEVICES INC
2208 GAMBLE ROAD

SAVANNAH, GA 31405
    
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Ship To
UNION COUNTY SHERIFF'S OFFICE
3344 PRESSON ROAD
ROBIN HUNTER 704-292-2694
MONROE, NC 28112
    
```

Delivery Reference
BRIAN GRIFFIN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/11	033329	03/10/11			LAW ENFORCEMENT ADMIN/OPERT

LN	Description / Account	Qty	Unit Price	Net Price
10	-20-5-431-30-5290 -1050			591.00
004	*****2011 LS TAHOE (SHERIFF)*****NON POLICE*** (1) WHE-UHFPOS HEADLIGHT FLASHER 4 FLASH P ONLY FOR 05 & OLDER CV @ \$27.50/EA=\$27.50 (1) SOU-ETFBOO-P FLASHBACK FOR TAIL LIGHTS SOU-ETFB00P @ \$45/EA=\$45 Additional Description Notes ----- (1) SOU-EPL8000 PINNACLE INTERIOR LBAR BLUE, (FRONT WINDSHIELD) (NO TAKEDOWNS) 2011 TAHOE @\$575/EA=\$575 (1) WHE-D806200-DOMINATOR-8-SUPER-LED 6B/2A @ \$325/ea=\$325 ***Let me know the set up of color coordination when ordering (1) WHE-D6BBBBBB DOMINATOR 6 LED B/B/B/B/B /B @ \$250/EA=\$250 (2) WHE-DBKT4 DOMINATOR ANGLE MOUNT BRACKE KIT CUSTOMER INSTALLED @ \$12.90/EA=\$25.80 (2) SOU-EGHDT1BB GHOST LIGHT DUAL LED SURFACE MOUNT, BLUE @ \$168/EA=\$336 (1) WHE-SA315P SA315P SPEAKER, BLACK PLAST MT BRKT (SAK*) INCLUDED @ \$99/EA=\$99 (1) WHE-SAK24 SA315 MT BRKT TAHOE/SUBURBAN 2011 TAHOE NON POLICE PKG *CUST SUPPLYING SIREN @ \$0=\$0	1.0 Each	1683.30000	1683.30
10	-20-5-431-30-5290 -1050			1683.30
005	****2011 K-9 TAHOE POLICE PKG***** (4) WHE-50B03ZCR 500 TIR/6 LED SYNC. BLU/CLR @ \$63/EA=\$252 (4) WHE-5TSMAB T00 TIR SURFACE MT. KIT BLAC TIR6 LED ONLY (USE 5BKT1 WITH THIS FOR OPTIONAL GRILLE MT) Additional Description Notes	1.0 Each	1462.10000	1462.10

Bill To
 UNION COUNTY SHERIFF'S OFFICE
 3344 PRESSON ROAD
 ROBIN HUNTER 704-292-2694
 MONROE, NC
 28112

Requisition 00000340-00 FY 2011

Acct No: 10 -20-5-431-30-5290 -1050
 Review:
 Buyer:
 Status: Released

Page 3

Vendor
 WEST CHATHAM WARNING DEVICES INC
 2208 GAMBLE ROAD

 SAVANNAH, GA 31405

Ship To
 UNION COUNTY SHERIFF'S OFFICE
 3344 PRESSON ROAD
 ROBIN HUNTER 704-292-2694
 MONROE, NC 28112

Delivery Reference
 BRIAN GRIFFIN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/11	033329	03/10/11			LAW ENFORCEMENT ADMIN/OPERT

LN	Description / Account	Qty	Unit Price	Net Price
	\$ INC WITH ABOVE			
	*CUST USING HIS OWN L BRKTS			
	(2) SOU-EGHDT1BB GHOST LIGHT			
	DUAL LED SURFACE MOUNT, BLUE @ \$168=\$336			
	(1) JOT-425-6232 LAZY L 18 FP			
	NO FLOORPLATE @ \$200.85/EA=\$200.85			
	(1) JOT-425-6204 00/'08 TAHOE 28 FPL			
	@ \$91.65/EA=\$91.65			
	(1) JOT-425-5210 UNIVERSAL 733 MODEL CABLE			
	DOCK DESKTOP W/CONSOLE SWING ARM			
	@ \$151.90=\$151.90			
	(1) JOT-425-6034 ARM REST ADJUSTABLE			
	7.75 X 8 X 8 @ \$53.30/EA=\$53.30			
	(1) JOT-425-6033 CUP HOLDER DUAL EXTERNAL			
	MOUNT 3.5 X 4.75 X 8.5 @ \$38.50/EA=\$38.50			
	(1) WHE-D806200 DOMINATOR-8 SUPER-LED			
	6B/2A *JUST LET ME KNOW THE COLOR			
	COORDINATION WHEN YOU ORDER* @ \$325=\$325			
	(1) WHE-DBKT4 DOMINATOR ANGLE MOUNT			
	BRACKE			
	KIT CUSTOMER INSTALLED @ \$12.90/EA=\$12.90			
10	-20-5-431-30-5290 -1050			1462.10

006	(6) WHE-SX8BBBB LIBERTY SX 48.50	1.0	13860.00000	13860.00
	LC B/B/B/B 4-SLDBB, SLDAA, LR11	Each		
	TDS & ALLEYS @ \$1450/EA=\$8700 (6)			
	WHE-MKEZ47 E-Z LIGHTBAR MOUNT KIT			
	#47 CROWN VICTORIA 92-07			
	48-50" @ \$0=\$0			
	Additional Description Notes			

(6) WHE-295SLSA6 295SLSA6 SIREN/CONTROL
 CENTE LIGHT CONT & STAND SW W/PARK KILL
 TIMED OUT RELAY 01-0884882-00E @ \$0=\$0
 (6) WHE-SA315P SA315P SPEAKER, BLACK
 PLASTI
 SA315 MOUNT KIT CV 03-11 @ \$135/EA=\$810.00
 (6) WHE-SAK17 @ \$0=\$0

(3) WHE-SX2BBBB LIBERTY SX 54 LC B/B/B/B

Bill To
UNION COUNTY SHERIFF'S OFFICE
3344 PRESSON ROAD
ROBIN HUNTER 704-292-2694
MONROE, NC
28112

Requisition 00000340-00 FY 2011

Acct No: 10 -20-5-431-30-5290 -1050
Review:
Buyer:
Status: Released

Page 4

Vendor
WEST CHATHAM WARNING DEVICES INC
2208 GAMBLE ROAD

SAVANNAH, GA 31405

Ship To
UNION COUNTY SHERIFF'S OFFICE
3344 PRESSON ROAD
ROBIN HUNTER 704-292-2694
MONROE, NC 28112

Delivery Reference
BRIAN GRIFFIN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/11	033329	03/10/11			LAW ENFORCEMENT ADMIN/OPERT

LN	Description / Account	Qty	Unit Price	Net Price
	4-SLDBB,SLDAA, LR11 TDS & ALLEYS @ \$1450/ EA= \$4350			
(2)	WHE-MKEZ61L E-Z LIGHTBAR MOUNT KIT 61 LO 2011 F150 @ \$0=\$0			
(1)	WHE-MKEZ71 E-Z LIGHTBAR MOUNT KIT #71 2011 TAHOE @ \$0=\$0			
(3)	WHE-295SLSA6 295SLSA6 SIREN/CONTROL CENTE LIGHT CONT & STAND SW W/PARK KILL TIMED OUT RELAY 01-0884882-00E @ \$0=\$0			
(3)	WHE-SA315P SA315P SPEAKER, BLACK PLASTI MT BRKT (SAK*) NOT INCLUDED @ \$0			
(2)	WHE-SAK1 SA-315 MOUNT KIT UNIVERSAL 2011 F150 @ \$0=\$0			
(1)	WHE-SAK24 SA315 MT BRKT TAHOE/SUBURBAN 2011 TAHOE @ \$0=\$0			
WILL SHIP STOCK AND JOTTO COMPLETE WILL				
DROPSHIP SOUNDS OFF				
10	-20-5-431-30-5290 -1056			6340.00
10	-20-5-431-30-5290 -1053			1585.00
10	-20-5-431-30-5290 -1055			1585.00
10	-20-5-431-38-5290 -			2900.00
10	-20-5-431-30-5290 -1050			1450.00

007 SHIPPING & HANDLING 1.0 Each 0.00000 222.00

*Amount reflects \$222.00 freight.

10 -20-5-431-30-5290 -1050 222.00

Bid Number: 0

Requisition Total 22277.40

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

Account	Amount	Remaining Budget
10 -20-5-431-30-5290 -1050	8138.40	158529.52
LAW ENFORCEMENT ADMIN/OPER		TOOLS AND SUPPLIES

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Bill To                               Requisition 00000340-00 FY 2011
UNION COUNTY SHERIFF'S OFFICE
3344 PRESSON ROAD                    Acct No: 10 -20-5-431-30-5290 -1050
ROBIN HUNTER 704-292-2694           Review:
MONROE, NC                           Buyer:
                                     Status: Released
                                     Page 5
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Vendor
 WEST CHATHAM WARNING DEVICES INC
 2208 GAMBLE ROAD

 SAVANNAH, GA 31405

Ship To
 UNION COUNTY SHERIFF'S OFFICE
 3344 PRESSON ROAD
 ROBIN HUNTER 704-292-2694
 MONROE, NC 28112

Delivery Reference
 BRIAN GRIFFIN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/11	033329	03/10/11			LAW ENFORCEMENT ADMIN/OPERT

Account	Amount	Remaining Budget
LAW ENFORCEMENT ADMIN/OPER 10 -20-5-431-30-5290 -1055	1780.00 TOOLS AND SUPPLIES	3875.89
LAW ENFORCEMENT ADMIN/OPER 10 -20-5-431-30-5290 -1056	1780.00 TOOLS AND SUPPLIES	1570.18
LAW ENFORCEMENT ADMIN/OPER 10 -20-5-431-38-5290 -	7120.00 TOOLS AND SUPPLIES	25656.68
LAW ENFORCEMENT-ANIMAL CONTROL	3459.00 TOOLS AND SUPPLIES	8025.07

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

Activity	Date	Clerk	Comment
Queued	03/10/11	Dept413: Lee Lesslie	
Pending		Dept431: Jean Hart	
Pending		Dept431: Robin Hunter	
Pending		Dept431: Steve Simpson	
Pending		Dept431: Rose Phifer	
Pending		Dept426: Nicole Hatch	

Authorized By: _____ Date: _____
 Signature

WEST CHATHAM WARNING DEVICES
 2208 GAMBLE RD
 SAVANNAH, GA 31405

Reg # 340

Quote

PHONE (912) 234-2600
 FAX (912) 238-1369

Customer No.: UNIONCONC
 Quote No.: 30709

Quote To: **UNION COUNTY SHERIFF OFFICE**
 3344 PRESSON RD.
 MONROE, NC 28112

Ship To: **UNION COUNTY SHERIFF OFFICE**
 3344 PRESSON RD.
 MONROE, NC 28112

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms	
02/16/11		Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	MELINDA HAGAN		05/17/11	
Quantity	Item Number	Description	Unit Price	Amount

*****2011 CV***** *4 1/2 12p head - 53*
 20 WHE-AVNCV98B REAR DECK AVENGER BLUE/BLUE 195.00 3900.00
 fits around 3rd brake light
 01-0686337-22C

2011 F150 ANIMAL CONTROL
 2 WHE-UHFPOS HEADLIGHT FLASHER 4 FLASH P 27.50 55.00
 2011 F150

8 WHE-50B03ZCR 500 TIR/6 LED SYNC. BLU/CLR 63.00 504.00

8 WHE-5TSMAB 500 TIR SURFACE MT. KIT BLAC 0.00 0.00
 TIR6 LED ONLY(use 5bkt1 with
 this for optional grille mt)
 \$ included above

*CUST MAKING HIS OWN L BRKTS

*****2011 FUSION***** *S/O*
 2 SOU-EGHDT1BB GHOST LIGHT 168.00 336.00
 DUAL LED SURFACE MOUNT, BLUE

2 SOU-EGHST1B GHOST LIGHT, SINGLE BLUE 78.00 156.00
 6 LED

1 WHE-SA315P SA315P SPEAKER, BLACK PLASTI 99.00 99.00
 mt brkt (sak*) INCLUDED

1 WHE-SAK31 SA-315 MOUNT KIT FORD FUSION 0.00 0.00
 FUSION 07-10

*CUST SUPPLYING SIREN

 ***2011 LS TAHOE (SHERIFF)** *S/O*
 NON POLICE
 1 WHE-UHFPOS HEADLIGHT FLASHER 4 FLASH P 27.50 27.50
 only for 05 & older CV

Thank You

WEST CHATHAM WARNING DEVICES

2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
FAX (912) 238-1369

Customer No.: UNIONCONC
Quote No.: 30709

Quote To: **UNION COUNTY SHERIFF OFFICE**
3344 PRESSON RD.
MONROE, NC 28112

Ship To: **UNION COUNTY SHERIFF OFFICE**
3344 PRESSON RD.
MONROE, NC 28112

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms	
02/16/11		Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	MELINDA HAGAN		05/17/11	
Quantity	Item Number	Description	Unit Price	Amount
1	SOU-ETFB00-P	FLASHBACK FOR TAIL LIGHTS SOU-ETFB00P <i>S/O</i>	45.00	45.00
1	SOU-EPL8000	PINNACLE INTERIOR LBAR BLUE, (FRONT WINDSHIELD) (NO TAKEDOWNS) <i>S/O</i> 2011 TAHOE	575.00	575.00
1	WHE-D806200	DOMINATOR 8 SUPER-LED 6B/2A *let me know the set up of color coordination when ordering* <i>S/O</i>	325.00	325.00
1	WHE-D8BBBBBB	DOMINATOR 6 LED B/B/B/B/B <i>S/O</i>	250.00	250.00
2	WHE-DBKT4	DOMINATOR ANGLE MOUNT BRACKE Kit Customer Installed <i>S/O</i>	12.90	25.80
2	SOU-EGHDT1BB	GHOST LIGHT DUAL LED SURFACE MOUNT, BLUE	168.00	336.00
1	WHE-SA315P	SA315P SPEAKER, BLACK PLASTI mt brkt (sak*) Included	99.00	99.00
1	WHE-SAK24	SA315 MT BRKT TAHOE/SUBURBAN 2011 tahoe non police pkg *CUST SUPPLYING SIREN	0.00	0.00

***2011 K-9 TAHOE POLICE PKG <i>S/O</i>				
4	WHE-50B03ZCR	500 TIR/6 LED SYNC. BLU/CLR	63.00	252.00
4	WHE-5TSMAB	500 TIR SURFACE MT. KIT BLAC TIR6 LED ONLY(use 5bkt1 with this for optional grille mt) \$ INC WITH ABOVE *CUST USING HIS OWN L BRKTS	0.00	0.00

Thank You

WEST CHATHAM WARNING DEVICES
 2208 GAMBLE RD
 SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
 FAX (912) 238-1369

Customer No.: UNIONCONC
 Quote No.: 30709

Quote To: **UNION COUNTY SHERIFF OFFICE**
 3344 PRESSON RD.
 MONROE, NC 28112

Ship To: **UNION COUNTY SHERIFF OFFICE**
 3344 PRESSON RD.
 MONROE, NC 28112

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms	
02/16/11		Origin	NET 30	
Purchase Order Number		Sales Person	Quote Expires	
		MELINDA HAGAN	05/17/11	
Quantity	Item Number	Description	Unit Price	Amount
2	SOU-EGHDT1BB	GHOST LIGHT DUAL LED SURFACE MOUNT, BLUE	168.00	336.00
1	JOT-425-8232	Lazy L 18 FP NO FLOORPLATE	200.85	200.85
1	JOT-425-8204	00/08 Tahoe 28 FPL	91.65	91.65
1	JOT-425-5210	Universal 733 Model Cable Dock Desktop w/Console Swing Arm	151.90	151.90
1	JOT-425-8034	Arm Rest Adjustable 7.75 x 8 x 8	53.30	53.30
1	JOT-425-8033	Cup Holder Dual external mount 3.5 x 4.75 x 8.5	38.50	38.50
1	WHE-D806200	DOMINATOR 8 SUPER-LED 8B/2A *JUST LET ME KNOW THE COLOR COORDINATION WHEN YOU ORDER	325.00	325.00
1	WHE-DBKT4	DOMINATOR ANGLE MOUNT BRACKE Kit Customer Installed *****	12.90	12.90
6	WHE-SX8BBBB	LIBERTY SX 48.50 LC B/B/B/B 4-SLDBB, SLDAA, LR11 TDS & ALLEYS	1450.00	8700.00
6	WHE-MKEZ47	E-Z LIGHTBAR MOUNT KIT #47 Crown Victoria 92-07 48-50"	0.00	0.00
6	WHE-295SLSA6	295SLSA6 SIREN/CONTROL CENTE LIGHT CONT & STAND SW W/PARK KILL TIMED OUT RELAY 01-0884882-00E	0.00	0.00
6	WHE-SA315P	SA315P SPEAKER, BLACK PLASTI SA315 MOUNT KIT CV 03-11	135.00	810.00

Thank You

WEST CHATHAM WARNING DEVICES
 2208 GAMBLE RD
 SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
 FAX (912) 238-1369

Customer No.: UNIONCONC
 Quote No.: 30709

Quote To: **UNION COUNTY SHERIFF OFFICE**
 3344 PRESSON RD.
 MONROE, NC 28112

Ship To: **UNION COUNTY SHERIFF OFFICE**
 3344 PRESSON RD.
 MONROE, NC 28112

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms
02/16/11		Origin	NET 30
Purchase Order Number	Sales Person		Quote Expires
	MELINDA HAGAN		05/17/11

Quantity	Item Number	Description	Unit Price	Amount
6	WHE-SAK17		0.00	0.00
3	WHE-SX2BBBB	LIBERTY SX 54 LC B/B/B/B 4-SLDBB, SLDAA, LR11 TDS & ALLEYS	1450.00	4350.00
2	WHE-MKEZ81L	E-Z LIGHTBAR MOUNT KIT 61 LO 2011 F150	0.00	0.00
1	WHE-MKEZ71	E-Z LIGHTBAR MOUNT KIT #71 2011 TAHOE	0.00	0.00
3	WHE-295SLSA6	295SLSA6 SIREN/CONTROL CENTE LIGHT CONT & STAND SW W/PARK KILL TIMED OUT RELAY 01-0884882-00E	0.00	0.00
3	WHE-SA315P	SA315P SPEAKER, BLACK PLASTI mt brkt (sak*) not included	0.00	0.00
2	WHE-SAK1	SA-315 MOUNT KIT UNIVERSAL 2011 F150	0.00	0.00
1	WHE-SAK24	SA315 MT BRKT TAHOE/SUBURBAN 2011 TAHOE	0.00	0.00

*will ship stock and Jotto
 complete* will dropship
 Sound Off


Quote subtotal 22055.40
 Freight charges 222.00
 Quote total 22277.40

Thank You



UNION COUNTY
Office of the Tax Administrator # 46
Collections Division
500 N. Main St. Ste 119
P.O. Box 38
Monroe, NC 28111-0038

AGENDA ITEM
46
MEETING DATE 4-4-2011
704-283-3848
704-283-3897 Fax

TO: County Commissioners
FROM: John Petoskey
Tax Administrator 
DATE: March 15, 2011
SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending February 28, 2011 is attached for your information and review.

Should you desire additional information, I will do so at your request.

Attachment

JP/PH

**FEBRUARY 2011
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

FEBRUARY 28, 2011 REGULAR TAX	2011	2010	2009	2008
BEGINNING CHARGE	56,548.08	149,743,225.82	147,198,709.89	143,583,867.18
PUBLIC UTILITIES				
DISCOVERIES	5,577.57	1,688.10	376.83	
NON DISCOVERIES		10,929.99	47,492.82	9,327.84
ABATEMENTS		(25,115.35)	(16,514.62)	(12,316.59)
TOTAL CHARGE	62,125.65	149,730,728.56	147,230,064.92	143,580,878.43
BEGINNING COLLECTIONS	49,138.97	139,157,816.26	144,837,703.84	142,389,309.70
COLLECTIONS	3,806.39	3,379,054.18	203,937.24	83,621.87
TOTAL COLLECTIONS	52,945.36	142,536,870.44	145,041,641.08	142,472,931.57
BALANCE OUTSTANDING	9,180.29	7,193,858.12	2,188,423.84	1,107,946.86
PERCENTAGE OF REGULAR	85.22%	95.20%	98.51%	99.23%
FEBRUARY 28, 2011 MOTOR VEHICLE				
BEGINNING CHARGE		7,291,096.28	10,669,944.40	11,730,677.75
9TH MOTOR VEHICLE BILLING		750,484.28		
NON-DISCOVERIES		7,985.87	1,022.14	247.48
ABATEMENTS		(21,335.55)	(1,636.77)	(257.10)
COLLECTION CORRECTION FROM AUG				
TOTAL CHARGE	-	8,028,230.88	10,669,329.77	11,730,668.13
BEGINNING COLLECTIONS		5,790,737.04	10,413,552.16	11,587,256.93
COLLECTIONS		782,230.23	51,849.18	9,391.22
TOTAL COLLECTIONS	-	6,572,967.27	10,465,401.34	11,596,648.15
BALANCE OUTSTANDING		1,455,263.61	203,928.43	134,019.98
PERCENTAGE OF MOTOR VEHICLE		81.87%	98.09%	98.86%
OVERALL CHARGED	62,125.65	157,758,959.44	157,899,394.69	155,311,546.56
OVERALL COLLECTED	52,945.36	149,109,837.71	155,507,042.42	154,069,579.72
OVERALL PERCENTAGE	85.22%	94.52%	98.48%	99.20%

**FEBRUARY 2011
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

FEBRUARY 28, 2011 REGULAR TAX	2007	2006	2005	2004
BEGINNING CHARGE	116,284,811.47	96,268,654.40	86,240,540.60	75,933,691.50
PUBLIC UTILITIES				
DISCOVERIES				
NON DISCOVERIES	3,097.56	101.87	100.80	
ABATEMENTS	(5,350.02)	(1,552.30)	(344.76)	(58.08)
TOTAL CHARGE	116,282,559.01	96,267,203.97	86,240,296.64	75,933,633.42
BEGINNING COLLECTIONS	115,785,486.36	95,908,202.08	86,032,898.53	75,788,277.93
COLLECTIONS	16,974.96	4,202.54	2,254.02	1,007.74
TOTAL COLLECTIONS	115,802,461.32	95,912,404.62	86,035,152.55	75,789,285.67
BALANCE OUTSTANDING	480,097.69	354,799.35	205,144.09	144,347.75
PERCENTAGE OF REGULAR	99.59%	99.63%	99.76%	99.81%
FEBRUARY 28, 2011 MOTOR VEHICLE				
BEGINNING CHARGE	12,060,484.51			
9TH MOTOR VEHICLE BILLING				
NON-DISCOVERIES	117.56			
ABATEMENTS	(117.56)			
COLLECTION CORRECTION FROM AUG				
TOTAL CHARGE	12,060,484.51			
BEGINNING COLLECTIONS	11,939,995.03			
COLLECTIONS	2,278.22			
TOTAL COLLECTIONS	11,942,273.25			
BALANCE OUTSTANDING	118,211.26			
PERCENTAGE OF MOTOR VEHICLE	99.02%			
OVERALL CHARGED	128,343,043.52	96,267,203.97	86,240,296.64	75,933,633.42
OVERALL COLLECTED	127,744,734.57	95,912,404.62	86,035,152.55	75,789,285.67
OVERALL PERCENTAGE	99.53%	99.63%	99.76%	99.81%

**FEBRUARY 2011
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

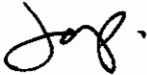
FEBRUARY 28, 2011 REGULAR TAX	2003	2002	2001	2000
BEGINNING CHARGE	60,651,252.94	51,673,660.00	48,122,477.74	43,552,824.28
PUBLIC UTILITIES				
DISCOVERIES				
NON DISCOVERIES				
ABATEMENTS	(133.59)			
TOTAL CHARGE	60,651,119.35	51,673,660.00	48,122,477.74	43,552,824.28
BEGINNING COLLECTIONS	60,539,749.49	51,591,629.91	48,062,305.46	43,510,457.86
COLLECTIONS	502.34	257.30	277.46	291.84
TOTAL COLLECTIONS	60,540,251.83	51,591,887.21	48,062,582.92	43,510,749.70
BALANCE OUTSTANDING	110,867.52	81,772.79	59,894.82	42,074.58
PERCENTAGE OF REGULAR	99.82%	99.84%	99.88%	99.90%
FEBRUARY 28, 2011 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
9TH MOTOR VEHICLE BILLING	-	-	-	-
NON-DISCOVERIES	-	-	-	-
ABATEMENTS	-	-	-	-
COLLECTION CORRECTION FROM AUG	-	-	-	-
TOTAL CHARGE	-	-	-	-
BEGINNING COLLECTIONS	-	-	-	-
COLLECTIONS	-	-	-	-
TOTAL COLLECTIONS	-	-	-	-
BALANCE OUTSTANDING	-	-	-	-
PERCENTAGE OF MOTOR VEHICLE	-	-	-	-
OVERALL CHARGED	60,651,119.35	51,673,660.00	48,122,477.74	43,552,824.28
OVERALL COLLECTED	60,540,251.83	51,591,887.21	48,062,582.92	43,510,749.70
OVERALL PERCENTAGE	99.82%	99.84%	99.88%	99.90%



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

AGENDA ITEM
4b
MEETING DATE 4-4-2011
704-283-3848
704-283-3897 Fax

TO: Lynn West
Clerk to the Board

FROM: John Petoskey 
Tax Administrator

DATE: February 11, 2011

SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending January 31, 2011 is attached for your information and review.

Should you desire additional information, I will do so at your request.

Attachment

JP/PH

**JANUARY 2011
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

JANUARY 31, 2010 REGULAR TAX	2011	2010	2009	2008
BEGINNING CHARGE		149,769,359.29	147,200,239.74	143,585,146.06
PUBLIC UTILITIES				
DISCOVERIES	57,844.62			
NON DISCOVERIES		39,296.69	5,824.67	5,500.16
ABATEMENTS	(1,296.54)	(65,430.16)	(7,354.52)	(6,779.04)
TOTAL CHARGE	56,548.08	149,743,225.82	147,198,709.89	143,583,867.18
BEGINNING COLLECTIONS		113,060,689.67	144,706,542.20	142,364,937.45
COLLECTIONS	49,138.97	26,097,126.59	131,161.64	24,372.25
TOTAL COLLECTIONS	49,138.97	139,157,816.26	144,837,703.84	142,389,309.70
BALANCE OUTSTANDING	7,409.11	10,585,409.56	2,361,006.05	1,194,557.48
PERCENTAGE OF REGULAR	86.90%	92.93%	98.40%	99.17%
JANUARY 31, 2010 MOTOR VEHICLE				
BEGINNING CHARGE		6,458,821.62	10,671,175.30	11,730,677.75
8TH MOTOR VEHICLE BILLING		845,637.76	39.10	
NON-DISCOVERIES		9,443.27	1,342.41	
ABATEMENTS		(22,806.37)	(2,581.99)	
COLLECTION CORRECTION FROM AUG		30.42	(30.42)	
TOTAL CHARGE	-	7,291,096.28	10,669,944.40	11,730,677.75
BEGINNING COLLECTIONS		5,003,999.01	10,378,451.28	11,584,422.24
COLLECTIONS		786,738.03	35,100.88	2,834.69
TOTAL COLLECTIONS	-	5,790,737.04	10,413,552.16	11,587,256.93
BALANCE OUTSTANDING		1,500,359.24	256,392.24	143,420.82
PERCENTAGE OF MOTOR VEHICLE		79.42%	97.60%	98.78%
OVERALL CHARGED	56,548.08	157,034,322.10	157,868,654.29	155,314,544.93
OVERALL COLLECTED	49,138.97	144,948,553.30	155,251,256.00	153,976,566.63
OVERALL PERCENTAGE	86.90%	92.30%	98.34%	99.14%

**JANUARY 2011
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

JANUARY 31, 2010 REGULAR TAX	2007	2006	2005	2004
BEGINNING CHARGE	116,285,438.91	96,269,217.42	86,240,773.67	75,933,813.15
PUBLIC UTILITIES				
DISCOVERIES				
NON DISCOVERIES	3,702.49	3,319.68	2,580.00	
ABATEMENTS	(4,329.93)	(3,882.70)	(2,813.07)	(121.65)
TOTAL CHARGE	116,284,811.47	96,268,654.40	86,240,540.60	75,933,691.50
BEGINNING COLLECTIONS	115,776,338.74	95,902,539.88	86,032,150.99	75,788,244.74
COLLECTIONS	9,147.62	5,662.20	747.54	33.19
TOTAL COLLECTIONS	115,785,486.36	95,908,202.08	86,032,898.53	75,788,277.93
BALANCE OUTSTANDING	499,325.11	360,452.32	207,642.07	145,413.57
PERCENTAGE OF REGULAR	99.57%	99.63%	99.76%	99.81%
JANUARY 31, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	12,060,484.51		-	-
8TH MOTOR VEHICLE BILLING				
NON-DISCOVERIES				
ABATEMENTS				
COLLECTION CORRECTION FROM AUG				
TOTAL CHARGE	12,060,484.51		-	-
BEGINNING COLLECTIONS	11,939,546.00		-	-
COLLECTIONS	449.03		-	-
TOTAL COLLECTIONS	11,939,995.03		-	-
BALANCE OUTSTANDING	120,489.48		-	-
PERCENTAGE OF MOTOR VEHICLE	99.00%			
OVERALL CHARGED	128,345,295.98	96,268,654.40	86,240,540.60	75,933,691.50
OVERALL COLLECTED	127,725,481.39	95,908,202.08	86,032,898.53	75,788,277.93
OVERALL PERCENTAGE	99.52%	99.63%	99.76%	99.81%

**JANUARY 2011
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

JANUARY 31, 2010 REGULAR TAX	2003	2002	2001	2000
BEGINNING CHARGE	60,651,406.73	51,673,807.71	48,122,477.74	43,552,824.28
PUBLIC UTILITIES DISCOVERIES				
NON DISCOVERIES ABATEMENTS	(153.79)	(147.71)		
TOTAL CHARGE	60,651,252.94	51,673,660.00	48,122,477.74	43,552,824.28
BEGINNING COLLECTIONS	60,539,733.94	51,591,597.37	48,062,305.46	43,510,382.21
COLLECTIONS	15.55	32.54		75.65
TOTAL COLLECTIONS	60,539,749.49	51,591,629.91	48,062,305.46	43,510,457.86
BALANCE OUTSTANDING	111,503.45	82,030.09	60,172.28	42,366.42
PERCENTAGE OF REGULAR	99.82%	99.84%	99.87%	99.90%
JANUARY 31, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
8TH MOTOR VEHICLE BILLING	-	-	-	-
NON-DISCOVERIES	-	-	-	-
ABATEMENTS	-	-	-	-
COLLECTION CORRECTION FROM AUG	-	-	-	-
TOTAL CHARGE	-	-	-	-
BEGINNING COLLECTIONS	-	-	-	-
COLLECTIONS	-	-	-	-
TOTAL COLLECTIONS	-	-	-	-
BALANCE OUTSTANDING	-	-	-	-
PERCENTAGE OF MOTOR VEHICLE	-	-	-	-
OVERALL CHARGED	60,651,252.94	51,673,660.00	48,122,477.74	43,552,824.28
OVERALL COLLECTED	60,539,749.49	51,591,629.91	48,062,305.46	43,510,457.86
OVERALL PERCENTAGE	99.82%	99.84%	99.87%	99.90%

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 4, 2011

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

SUBJECT: "Take a Kid Fishing" Day

DEPARTMENT: Parks and Recreation **PUBLIC HEARING:** No

ATTACHMENT(S): Draft Advertisement Flyer/Brochure **INFORMATION CONTACT:** Bill Whitley

TELEPHONE NUMBERS:
704-843-3919

DEPARTMENT'S RECOMMENDED ACTION: That the BOCC approve "free fishing" for children (under 18yoa) and one sponsoring guardian participating in the "Take A Kid Fishing" Day event. All other fees remain in affect (entrance, boat launch, etc.) and will be collected.

BACKGROUND: Saturday, April 30, 2011 has been set aside as "Take A Kid Fishing Day" at Cane Creek Park. This event has been planned with two goals in mind. First of all, this event will assist staff in their partnership in North Carolina's Tackle Loaner Program, designed to get children involved in fishing. Additionally, it will assist the park in advertising that the park is open and that "boating season" has officially began.

Several "no cost" events are planned for the day and will be used to hopefully draw a larger than normal crowd for the weekend. Staff anticipates that this event will provide additional "no-cost" advertisement for Cane Creek Park and showcase activities available at the park. Staff believes that any revenues lost in "fishing fees" will be offset through intake of additional entrance and boat launch fees.

The Parks and Recreation Advisory Committee was presented an overview of this event and staff's endeavor to use it as a major marketing event towards increasing revenues. The Advisory Committee unanimously recommended that "free fishing" be opened to all citizens meeting the criteria to better our marketing effort for increasing park revenues.

A draft advertisement flyer (brochure) is attached.

FINANCIAL IMPACT: Staff anticipates that any fees lost for "free fishing" will be offset through

additional entrance and boat launch fees.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



UNION COUNTY PARKS & RECREATION DEPARTMENT CANE CREEK PARK

5213 HARKEY ROAD, WAXHAW, NORTH CAROLINA 28173
PHONE • 704-843-3919 FAX • 704-843-4046
WWW.CO.UNION.NC.US

MEMORANDUM

SSIC: 13500

FROM: BILL WHITLEY, DIRECTOR
PARKS AND RECREATION DEPARTMENT

TO: UNION COUNTY BOARD OF COMMISSIONERS

VIA: LYNN WEST, CLERK TO THE BOARD

DATE: MARCH 21, 2011

SUBJECT: RECOMMENDATION FOR SETTING ASIDE FISHING FEES ON
"TAKE A KID FISHING" DAY (SATURDAY, APRIL 30, 2011) AT
CANE CREEK PARK

Staff has been looking for ways to better advertise Cane Creek Park as a recreational "jewel" in Union County. There are still many citizens in Union County that have never been to their county-owned park. Through different types of advertisement mediums, staff is seeking increased use of Cane Creek Park and thereby increasing annual revenues. Staff has designated April 30, 2011 as "Take a Kid Fishing" Day and desires to use this as a marketing event for Union County Parks, especially Cane Creek Park.

In many areas, people recognize May as the typical start of "boating season" and are ready to hit the water with their boats. Staff would like to use our partnership with NC State in the "Tackle Loaner Program" to create a weekend designed to get people out to the park to boat and fish. The "Tackle Loaner Program" is designed to get individuals, especially kids, interested in fishing and the combination of the two events should serve as a good draw to Cane Creek Park for the weekend.

On March 16, 2011, Staff presented the plan for the event to the Advisory Committee for their information and comments. Staff explained that this was to serve as a major marketing event for the start of the boating season and to assist with our partnership in the "Tackle Loaner Program". Staff suggested that the Advisory Committee consider providing "free fishing" for kids and one guardian attending the event to encourage attendance. Through staff's review of previous revenues for the month of April, staff anticipates that any revenues lost for "free fishing" will be offset with increased revenues from entrance fees, fishing supplies purchases, and the sell of concessions.

The Advisory Committee felt that this would serve as an excellent marketing event and should be open to residents and non-residents alike. They believed that opening it to everyone, the event would: (1) draw a larger group of kids to the event, (2) increase revenues for the events from a larger targeted base, (3) and better market the park to our neighboring counties. Previous surveys indicate that approximately 50% of Cane Creek Park's patrons are non-residents. The Advisory Committee felt that the more people that learn what Cane Creek Park has to offer the better. They also felt if we can get them to Cane Creek

Park once, they will return and thereby increase overall revenues. The Advisory Committee made the following recommendation for the BOCC's consideration:

That the BOCC approve "free fishing" for children (under 18yoa) and one sponsoring guardian participating in the "Take a Kid Fishing" Day event. All other fees remain in affect (entrance, boat launch, etc.) and will be collected.

Staff will monitor the event and provide information on the success of the event as appropriate.



Come one
Come all

TAKE A KID FISHING DAY

CANE CREEK PARK

5213 Harkey Rd.

Waxhaw, NC 28173

www.co.union.nc.us

704-843-3919



DATE: SATURDAY, APRIL 30, 2011

ACTIVITIES: 9:00AM-2:00PM (RAIN OR SHINE)

GATES OPEN: 7:30AM

LOCATION: CANE CREEK PARK BOAT RAMP

- ◆ PRIZES, ACTIVITIES, GAMES, AND GIVEAWAYS
- ◆ FISHING INSTRUCTION AND TIPS
- ◆ BOAT INSPECTIONS BY U.S COAST GUARD AUXILIARY
- ◆ BIGGEST FISH CONTEST (SCALES WILL BE AVAILABLE 9:00AM-1:30PM)
- ◆ FIRST 100 KIDS GET A FREE SMALL TACKLE BOX



**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 4/4/2011

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

SUBJECT: Workers' Compensation settlement agreement

DEPARTMENT: Risk Management **PUBLIC HEARING:** No

ATTACHMENT(S): none **INFORMATION CONTACT:** Keith Richards, Risk Manager

TELEPHONE NUMBERS:
704-283-3663 - office
704-634-7567 - cell

DEPARTMENT'S RECOMMENDED ACTION: Report the settlement of a workers' compensation claim in the amount of \$150,000.

BACKGROUND: Employee was injured while working within the course and scope of employment. Settlement Agreement was reached to clincher, or permanently close, the claim for \$150,000. The settlement has been approved by the Industrial Commissioner.

FINANCIAL IMPACT: The settlement will be paid from the Workers' Compensation Fund. No new funds are required.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Minutes of Special Meeting of
Friday, August 6, 2010 at 9:00 a.m.

The Union County Board of Commissioners met in a special meeting on Friday, August 6, 2010, at 9:00 a.m. in the Conference Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina. The purpose of the special meeting was to discuss and consider approval of certain items that were not addressed at the August 2, 2010, regular meeting. The following were

PRESENT: Chairwoman Kim Rogers, Commissioner Tracy Kuehler, and Commissioner A. Parker Mills, Jr.

ABSENT: Commissioner Allan Baucom and Commissioner Lanny Openshaw

At approximately 9:10 a.m., Chairwoman Rogers convened the special meeting, at which time a quorum of the Board was present.

Al Greene, County Manager, informed the Board that staff was requesting that Item 2.p. – Lease for Office Space for Department of Community Corrections (Adult Probation and Parole) be removed from the agenda.

Chairwoman Rogers moved approval of all items listed on today's agenda with the exception of Item 2.p. – Lease for Office Space for Department of Community Corrections (Adult Probation and Parole). The motion was passed by a vote of three to zero. Chairwoman Rogers, Vice Chairwoman Kuehler, and Commissioner Mills voted in favor of the motion. Commissioner Baucom and Commissioner Openshaw were not present.

Board of Elections: Purchase of Ballots: Authorized the County Manager to approve the issuance of a purchase order in excess of \$20,000 in connection with the printing of election ballots.

Contracts and/or Purchase Orders Over \$20,000: Authorized the County Manager to approve the following items, pending legal review and adopted Budget Ordinance Amendment #3 associated with Item 7 – Library: Smart Start Agreement:

- 1) Central Administration: Amendment #2 to Union County Regional Transit Service (74X) Agreement. Union County's 50 percent share of the net operating costs will be \$111,917.
- 2) Health Department: Agreement with Netsmart Technologies Annual Software Maintenance Agreement for maintenance and software support for the practice management software at the cost of \$20,655.97.
- 3) General Services: Audio-Visual Systems Annual Maintenance Contract with ClarkPowell at an annual cost of \$29,000.
- 4) Communications: Motorola Service Agreement for Maintenance and Support of the Conventional Radio System at the cost of \$76,666.57.
- 5) Health Department: Smart Start Agreement: Breastfeeding Peer Counselor Program in the amount of \$57,589 from Smart Start with a ten percent local match of \$5,758 consisting of in-kind contributions.
- 6) Health Department: Smart Start Agreement: Smiles Program in an amount of \$78,000 from Smart Start with a ten percent local match of \$7,800 consisting of in-kind contributions.
- 7) Library: Smart Start Agreement: Family Literacy and Associated Budget Ordinance Amendment #3 which appropriates an additional \$3,000 in Smart Start funding (Budget Ordinance Amendment #3 is recorded below) in an amount of \$71,676.
- 8) Social Services: Smart Start Agreement: In-Home Parenting Program in an amount of \$41,956
- 9) North Carolina Forest Service: Annual Contract – The State pays 60 percent of the total costs of the program with the County paying the balance of 40 percent. For FY 2011 the total cost of the NC Forest Service Program in Union County is \$172,000 with the State paying \$103,000 (60 percent) and the County being responsible for the balance of \$69,000 (40 percent)
- 10) Agreement with Trust for Public Land – Re: Carolina Thread Trail
- 11) Health Department: Telehealth Network Subscription Agreement (NCTN)
- 12) Information Systems: Time Warner Telecom – Voice and Data Transmission

Electronic Poll Books for Board of Elections (BOE): Adopted Budget Ordinance Amendment #1 to appropriate General Fund fund balance for electronic poll books.

BUDGET AMENDMENT									
BUDGET	Board of Elections				REQUESTED BY	John Whitley			
FISCAL YEAR	FY2011				DATE	August			

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 4, 2011

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

SUBJECT: Public School Building Capital Fund Application

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
Application Form

INFORMATION CONTACT:
David Cannon

TELEPHONE NUMBERS:
704-283-3631

DEPARTMENT'S RECOMMENDED ACTION: Authorize the Board Chairman to sign the current and future application forms to request release of funds from the Public School Building Capital Fund (Lottery Distribution) and the Public School Building Capital Fund (ADM Fund).

BACKGROUND: North Carolina General Statutes, Chapter 18C provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with GS 115C-546.2. The statute allows counties to use these funds to pay for school indebtedness incurred for school construction projects incurred on or after January 1, 2003. The County utilizes these funds to pay debt service on the School Facility 2009B Refunding GO Series 2005 A, B, C \$90.0 Million (LGC #10198).

The County is also eligible for ADM funding for the debt service payments associated with land acquisition and construction of school facilities. The County will utilize these funds for the debt service payment on the March 1, 2006 Bond Issue (LGC #7489). The County is required to match one dollar of local funds for every three dollars of state funds. The County will use monies received from the ½ cent sales tax as our matching funds.

FINANCIAL IMPACT: Current drawdown includes \$1,934,807.00 of Lottery Funds and \$618 of ADM Funds from the State of North Carolina.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Union

Contact Person: David Cannon

LEA: 900

Title: Finance Officer

Address: 500 N Main Street, Suite 901 Monroe NC 28112

Phone: 704-283-3813

Project Title: School Facility 2009B Refunding GO Series 2005A,B,C, \$90M (LGC #10198)

Location: Union County

Type of Facility: Provide new school facilities & improvements/expansions to existing school facilities.

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects incurred on or after January 1, 2003.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Lottery Funds received for FY 2010-11 may be used to pay classroom teachers, at the request of the local board of education. (SL 2010-123)

Short description of Construction Project: Debt service for land acquisition, new school construction, and existing school facilities' improvements/expansion.

Estimated Costs:		
Purchase of Land	_____	\$ _____
Planning and Design Services	_____	_____
New Construction	_____	_____
Additions / Renovations	_____	_____
Repair	_____	_____
Debt Payment / Bond Payment	Balance from request 06/02/10, plus bond payment made 09/01/10 and 03/01/2011	14,118,815.75
Classroom Teachers	_____	_____
TOTAL	_____	\$ 14,118,815.75

Estimated Project Beginning Date: Jun-2005 Est. Project Completion Date: Mar-2030

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 1,934,807.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546 (or SL 2010-123).

(Signature — Chair, County Commissioners)

(Date)

(Signature — Chair, Board of Education)

(Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
ADM (Corporate Tax) Fund**

Approved: _____
Date: _____

County: Union Contact Person: David Cannon
Address: 500 N. Main St., Suite 901 Monroe NC 28112 Title: Finance Officer
School Admin. Unit: Union County Phone: (704) 283-3813
Project Title: School Facility GO Series 2001, \$56.7M (LGC #7489)
Location: Union County
Type of Facility: Provide new school facilities & improvements/expansions to existing school facilities.

G.S. 115C-546.2(b) "Counties shall use monies in the Fund for capital outlay projects including the planning, construction, reconstruction, enlargement, improvement, repair, or renovation of public school buildings and for the purchase of land for public school buildings; for equipment to implement a local school technology plan that is approved pursuant to G.S. 115C-102.6C; or for both. Monies used to implement a local school technology plan shall be transferred to the State School Technology Fund and allocated by that Fund to the local school administrative unit for equipment. As used in this section, 'public school buildings' only includes facilities for individual schools that are used for instructional and related purposes and does not include centralized administration, maintenance, or other facilities. **Applications must be submitted no later than one year after the final payment to the Contractor or Vendor.**

Short Description of Construction Project: Debt service for land acquisition, new schools construction & existing school facilities' improvements/expansions

Estimated Costs:	State	Local	Total
Purchase of Land	\$ _____	\$ _____	\$ 0.00
Planning	\$ _____	\$ _____	\$ 0.00
Construction	\$ _____	\$ _____	\$ 0.00
Renovation	\$ _____	\$ _____	\$ 0.00
Enlargement	\$ _____	\$ _____	\$ 0.00
Repair	\$ _____	\$ _____	\$ 0.00
School Technology	\$ _____	\$ N/A	\$ 0
Debt Service/Bond Payment	\$ 618.00	\$ 206.00	\$ 824.00
Total	\$ 618.00	\$ 206.00	\$ 824.00

Bid Dates/Vendors: Bond issue date March 1, 2006 (LGC #7489)
Contracts signed/Dates: _____
Estimated date of beginning of construction: _____
Estimated date of completion: Bond maturity date March 1, 2020 (LGC #7489)

Match: The matching funds of one dollar of local funds for every three dollars of state funds are from (source): 1/2 cent sales tax
\$ _____ of the matching funds have been expended for/date/description: _____

Reporting requirements: We, the undersigned, agree to submit a report of state/local amounts expended for this project within 60 days after completion of the project, or 60 days after receiving state funding, whichever is later.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project and request release of \$ 618.00 from the Public School Building Capital Fund. We certify that the project herein described is within the parameters of 115C-546.2(b) and that all of the required local funding is available and designated as match for this project.

(Signature - Chair, County Commissioners) (Date)

(Signature - Chair, Board of Education) (Date)

2/25/2011

**Public School Building Capital Fund - Current Fiscal Year Report
Fiscal Year 2010-11**

County 89 Union

LEA 900 Union County

FY2009-10 County's ADM 39,517

County's Planning Allocation from Tax Revenue 0

LEA's Planning Allocation from Lottery 4,599,531

FY2010-11 County's ADM

County's Planning Allocation from Tax Revenue

LEA's Planning Allocation from Lottery

Month	Tax Revenue	Interest On Tax Revenue	Interest On Disbursing Bal	Project Allocation	Lottery Revenue	Interest On Lottery Rev	Interest On Disbursing Bal	Project Allocation
July	0.00	0.66	0.00		0.00	16.29	0.00	
August	0.00	0.62	0.00		465,468.00	481.44	0.00	
Septemb	0.00	0.55	0.00		0.00	430.51	0.00	
October	0.00	0.59	0.00		0.00	463.17	0.00	
Novembe	0.00	0.49	0.00		727,149.00	953.40	0.00	
Decembe	0.00	0.51	0.00		0.00	1,000.57	0.00	
January	0.00	0.50	0.00		0.00	977.63	0.00	
February	0.00	0.00	0.00		722,581.00	0.00	0.00	
June	0.00	0.00	0.00		0.00	0.00	0.00	
LEA's Totals:	0.00	3.92	0.00		1,915,198.00	4,323.01	0.00	

**Public School Building Capital Fund - Fiscal Year Totals
ADM and Lottery Fund**

2/25/2011

County 89 Union

LEA 900 Union County

Fiscal Year	Tax Revenue	Interest On Tax Revenue	Interest On Disbursing Bal	Project Allocation	Unallocated Balance	Lottery Revenue	Interest On Lottery Rev	Interest On Disbursing Bal	Project Allocation	Unallocated Balance
1987-88	1,115,725.39	36,033.31	0.00	0.00	1,151,758.70	0.00	0.00	0.00	0.00	0.00
1988-89	849,195.95	90,565.96	42,957.34	1,954,967.00	179,510.95	0.00	0.00	0.00	0.00	0.00
1989-90	540,196.08	50,880.02	5,954.72	0.00	776,541.77	0.00	0.00	0.00	0.00	0.00
1990-91	394,443.74	26,913.61	13,743.33	1,194,248.00	17,394.45	0.00	0.00	0.00	0.00	0.00
1991-92	404,243.54	15,033.30	579.52	413,834.00	23,416.81	0.00	0.00	0.00	0.00	0.00
1992-93	475,984.98	13,309.79	548.06	499,752.00	13,507.64	0.00	0.00	0.00	0.00	0.00
1993-94	521,204.38	13,776.51	488.80	432,000.00	116,977.33	0.00	0.00	0.00	0.00	0.00
1994-95	636,896.37	25,052.29	311.74	432,000.00	347,237.73	0.00	0.00	0.00	0.00	0.00
1995-96	784,303.32	49,756.02	900.18	727,358.00	454,839.25	0.00	0.00	0.00	0.00	0.00
1996-97	760,809.03	58,849.61	139.53	811,631.00	463,006.42	0.00	0.00	0.00	0.00	0.00
1997-98	902,268.93	64,687.13	423.45	868,716.00	561,669.93	0.00	0.00	0.00	0.00	0.00
1998-99	1,028,943.93	71,652.05	1,071.10	1,061,607.00	601,730.01	0.00	0.00	0.00	0.00	0.00
1999-00	1,343,677.73	81,473.10	172.08	0.00	2,027,052.92	0.00	0.00	0.00	0.00	0.00
2000-01	852,087.19	86,910.33	2,051.74	2,412,938.00	555,164.18	0.00	0.00	0.00	0.00	0.00
2001-02	807,407.68	51,393.99	537.30	1,001,220.00	413,283.15	0.00	0.00	0.00	0.00	0.00
2002-03	0.00	13,037.19	888.26	423,219.01	3,989.59	0.00	0.00	0.00	0.00	0.00
2003-04	1,145,888.75	15,702.70	1,481.61	888,278.50	278,784.15	0.00	0.00	0.00	0.00	0.00
2004-05	1,638,521.69	20,882.74	900.89	1,933,354.26	5,735.21	0.00	0.00	0.00	0.00	0.00
2005-06	2,180,793.02	39,241.88	4,340.63	1,759,916.98	470,193.76	0.00	0.00	0.00	0.00	0.00
2006-07	2,604,581.31	39,279.95	4,004.39	3,112,130.88	5,928.53	1,609,089.00	26,897.42	368.68	1,631,367.70	4,987.40
2007-08	1,605,555.56	25,914.20	1,102.79	1,074,424.85	564,076.23	3,656,568.00	65,796.08	932.96	1,472,584.19	2,255,700.25
2008-09	1,286,192.11	47,502.70	1,161.16	1,898,793.08	139.12	3,658,541.00	43,180.85	2,835.92	5,958,255.41	2,002.61
2009-10	0.00	2.54	614.35	140.97	615.04	6,436,618.00	57,501.91	614.35	6,481,449.93	15,286.94
2010-11	0.00	3.92	0.00	0.00	618.96	1,915,198.00	4,323.01	0.00	0.00	1,934,807.95

	<u>ADM</u>	<u>LOTTERY</u>	
	LCG7489, 2001	LCG 10198 2009B refunded 2005ABC	Total
6-02-2010 Lottery		1,519,800.00	
ADM\$	-		
Local Match	-		
	<u>7,159,712.94</u>	<u>7,717,371.99</u>	<u>14,877,084.93</u>
9-01-2010 Debt Pmt	59,375.00	1,485,721.88	
Interest	<u>7,219,087.94</u>	<u>9,203,093.87</u>	<u>16,422,181.81</u>
3-01-2011 Debt Pmt	2,559,375.00	4,915,721.88	
Principal & Interest	<u>9,778,462.94</u>	<u>14,118,815.75</u>	<u>23,897,278.69</u>
3-15-2011 Lottery		1,934,807.95	
ADM\$	618.96		
Local Match	206.32		
Balance	<u>9,777,637.66</u>	<u>12,184,007.80</u>	<u>21,961,645.46</u>

February 2011 Budget Transfer Report

03/24/2011 07:18 | MUNIS - LIVE
| JOURNAL INQUIRY

| PG 1
| glcjeing

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 07 691 BUA 01/21/2011 03/23/2011 LIT-A 1803helc IN Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551152	5233	13603			LIT55A	TO COVER BUDGET OVERAGES	96.00		
10	-60-5-511-52-5233					-13603	PERIODICALS BOOKS & OTHER PUB			
2	10551152	5352	13603			LIT55A	TO COVER BUDGET OVERAGES	350.00		
10	-60-5-511-52-5352					-13603	MAINT & REPAIRS-EQUIPMENT			
3	10551152	5352	13603			LIT55A	TO COVER BUDGET OVERAGES	700.00		
10	-60-5-511-52-5352					-13603	MAINT & REPAIRS-EQUIPMENT			
4	10551153	5232	1370			LIT55A	TO COVER BUDGET OVERAGES	27.00		
10	-60-5-511-53-5232					-1370	AUDIO VISUAL SUPPLIES			
5	10551153	5354	1370			LIT55A	TO COVER BUDGET OVERAGES	266.00		
10	-60-5-511-53-5354					-1370	MAINT AGREEMNTS-COMP.SOFTWARE			
6	10551153	5354	1370			LIT55A	TO COVER BUDGET OVERAGES	1,200.00		
10	-60-5-511-53-5354					-1370	MAINT AGREEMNTS-COMP.SOFTWARE			
7	10551150	5397	1327			LIT55A	TO COVER BUDGET OVERAGES	700.00		
10	-60-5-511-50-5397					-1327	PUBLIC ASSISTANCE INCENTIVES			
8	10551152	5381	13603			LIT55A	TO COVER BUDGET OVERAGES		1,146.00	
10	-60-5-511-52-5381					-13603	PROFESSIONAL SERVICES			
9	10551153	5352	1370			LIT55A	TO COVER BUDGET OVERAGES		1,493.00	
10	-60-5-511-53-5352					-1370	MAINT & REPAIRS-EQUIPMENT			
10	10551150	5383	1327			LIT55A	TO COVER BUDGET OVERAGES		700.00	
10	-60-5-511-50-5383					-1327	MEDICAL SERVICES			
**	JOURNAL TOTAL				0.00		0.00			

General Fund - LIT to adjust budget accounts to cover various operating costs within the Public Health, Child Health, Maternal Health-Regular, and WIC-Breastfeeding budget programs.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 08 235 BUA 02/07/2011 02/09/2011 LIT 1803helc IN Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10541500	5430				LIT59	COVER COST POSTAGE MACHINE	1,088.00		
10	-10-5-415-00-5430					-	RENTAL OF EQUIPMENT			
2	10541500	5325				LIT59	COVER COST POSTAGE MACHINE		1,088.00	
10	-10-5-415-00-5325					-	POSTAGE			
**	JOURNAL TOTAL				0.00		0.00			

General Fund - LIT to adjust budget accounts to cover rental costs of new postage machine with anticipated postage cost savings 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 08 236 BUA 02/02/2011 02/09/2011 LIT 1803helc IN Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553101	5126	1450			LIT60	COST FOR PT STAFF	30,000.00		
10	-60-5-531-01-5126					-1450	SALARIES & WAGES-TEMP AND PART			
2	10553101	5299	1450			LIT60	COST FOR PT STAFF		30,000.00	
10	-60-5-531-01-5299					-1450	MISCELLANEOUS			
**	JOURNAL TOTAL				0.00		0.00			

General Fund - LIT to adjust budget accounts to cover costs of part-time staff within the Social Services, Administration program budget.

Agenda Item #: 4h
Meeting Date: 4-04-2011

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK ENTITY	AUTO-REV STATUS	BUD YEAR	JNL TYPE
2011 08	288 BUA	02/07/2011	02/11/2011	BA	1803helc	IN Hist	2011	

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10561100	5321 1800	BA18			ADJ APPROP FUNDS FROM STAT	10,704.00	
10	-80-5-611-00-5321		-1800			TELEPHONE AND COMMUNICATIONS		
2	10461100	4468 1800	BA18			ADJ APPROP FUNDS FROM STAT		10,704.00
10	-80-4-611-00-4468		-1800			ST GRANT-FOR PUBLIC ED		
3	10	393500	BA18					10,704.00 1
10	-393500-					BUDGET APPROPRIATIONS CONTROL		
4	10	393400	BA18				10,704.00	1
10	-393400-					BUDGET ESTIM REVENUE CONTROL		
**	JOURNAL TOTAL			10,704.00		10,704.00		

General Fund - BA to appropriate additional grant funds for communication costs within the Library, Administration and Operations program budget.

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK ENTITY	AUTO-REV STATUS	BUD YEAR	JNL TYPE
2011 08	289 BUA	02/07/2011	02/11/2011	BA	1803helc	IN Hist	2011	

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10543400	5381	BA20			APPROP FUND BAL FIRE STUDY	47,500.00	
10	-20-5-434-00-5381		-			PROFESSIONAL SERVICES		
2	10499100	4991	BA20			APPROP FUND BAL FIRE STUDY		47,500.00
10	-99-4-991-00-4991		-			FUND BALANCE APPROPRIATED		
3	10	393500	BA20					47,500.00 1
10	-393500-					BUDGET APPROPRIATIONS CONTROL		
4	10	393400	BA20				47,500.00	1
10	-393400-					BUDGET ESTIM REVENUE CONTROL		
**	JOURNAL TOTAL			47,500.00		47,500.00		

General Fund - BA to appropriate General Fund fund balance for outstanding fire study project 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 08	290 BUA	02/07/2011	02/11/2011	BA	1803helc	IN Hist	2011	

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10543400	5299	BA21			FUND STALLINGS VFD UTILITY	13,050.00	
10	-20-5-434-00-5299		-			MISCELLANEOUS		
2	10592000	5920	BA21			FUND STALLINGS VFD UTILITY		13,050.00
10	-92-5-920-00-5920		-			CONTINGENCY		
**	JOURNAL TOTAL			0.00		0.00		

General Fund - BA to appropriate General Fund contingency funds for the Stallings VFO utility connection costs 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	08	293 BUA	02/07/2011	02/11/2011	BA	1803helc	IN Hist	2011	

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553160	5399 1509	BA22			ADD FED FUNDS DSS CIP LINE	119,533.00		
10	-60-5-531-60-5399		-1509			PUBLIC ASSISTANCE			
2	10453160	4340 1509	BA22			ADD FED FUNDS DSS CIP LINE		119,533.00	
10	-60-4-531-60-4340		-1509			FED GRANT-LOW INCOME EA BG			
3	10	393500	BA22					119,533.00	1
10	-393500-					BUDGET APPROPRIATIONS CONTROL			
4	10	393400	BA22				119,533.00		1
10	-393400-					BUDGET ESTIM REVENUE CONTROL			
**	JOURNAL TOTAL			119,533.00		119,533.00			

General Fund - BA to appropriate 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	08	296 BUA	02/07/2011	02/11/2011	BA	1803helc	IN Hist	2011	

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551152	5395 1364	BA23			REVENUE FROM AMERICAN DIAB	1,000.00		
10	-60-5-511-52-5395		-1364			EDUCATION EXPENSES			
2	10451152	4840 1364	BA23			REVENUE FROM AMERICAN DIAB		1,000.00	
10	-60-4-511-52-4840		-1364			MISC REVENUE-CONTR/DONATIONS			
3	10	393500	BA23					1,000.00	1
10	-393500-					BUDGET APPROPRIATIONS CONTROL			
4	10	393400	BA23				1,000.00		1
10	-393400-					BUDGET ESTIM REVENUE CONTROL			
**	JOURNAL TOTAL			1,000.00		1,000.00			

General Fund - BA to appropriate contribution from American Diabetes Association for education expenses in the Public Health, Diabetes Self Management Education program budget.

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK ENTITY	AUTO-REV STATUS	BUD YEAR	JNL TYPE
2011	08	298 BUA	02/07/2011	02/11/2011	BA	1803helc	IN Hist	2011	

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551152	5260 13603	BA24			FED REVN WIC BREAST FEEDIN	350.00		
10	-60-5-511-52-5260		-13603			PRINTING AND OFFICE SUPPLIES			
2	10551152	5311 13603	BA24			FED REVN WIC BREAST FEEDIN	159.00		
10	-60-5-511-52-5311		-13603			TRAVEL			
3	10551152	5312 13603	BA24			FED REVN WIC BREAST FEEDIN	504.00		
10	-60-5-511-52-5312		-13603			TRAVEL SUBSISTENCE			
4	10551152	5395 13603	BA24			FED REVN WIC BREAST FEEDIN	710.00		
10	-60-5-511-52-5395		-13603			EDUCATION EXPENSES			
5	10551152	5397 13603	BA24			FED REVN WIC BREAST FEEDIN	660.00		
10	-60-5-511-52-5397		-13603			PUBLIC ASSISTANCE INCENTIVES			
6	10451152	4316 13603	BA24			FED REVN WIC BREAST FEEDIN		2,383.00	
10	-60-4-511-52-4316		-13603			FED GRANT-FOR WIC PROGRAMS			
7	10	393500	BA24					2,383.00	1
10	-393500-					BUDGET APPROPRIATIONS CONTROL			
8	10	393400	BA24				2,383.00		1
10	-393400-					BUDGET ESTIM REVENUE CONTROL			
**	JOURNAL TOTAL			2,383.00		2,383.00			

General Fund - BA to appropriate grant funds for the Public Health, WIC-Breastfeeding program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2011 08 299 BUA 02/07/2011 02/11/2011 BA 1803helc 1 N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10551150	5381	1337		BA25		BIOTERRORISM FED REV FUNDS	16,000.00	
10	-60-5-511-50-5381				-1337		PROFESSIONAL SERVICES		
2	10451150	4313	1337		BA25		BIOTERRORISM FED REV FUNDS		16,000.00
10	-60-4-511-50-4313				-1337		FED GRANT-NC DEHNR		
3	10	393500			BA25				16,000.00
10	-393500-						BUDGET APPROPRIATIONS CONTROL		
4	10	393400			BA25			16,000.00	
10	-393400-						BUDGET ESTIM REVENUE CONTROL		1
**	JOURNAL TOTAL				16,000.00		16,000.00		

General Fund - BA to appropriate grant funds for the Public Health, H1N1 Bioterrorism program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2011 08 300 BUA 02/07/2011 02/11/2011 BA 1803helc 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10551150	5290	1337		BA26		BIOTERRORISM FED REVU FUND	58,000.00	
10	-60-5-511-50-5290				-1337		TOOLS AND SUPPLIES		
2	10551150	5383	1337		BA26		BIOTERRORISM FED REVU FUND	6,000.00	
10	-60-5-511-50-5383				-1337		MEDICAL SERVICES		
3	10451150	4313	1337		BA26		BIOTERRORISM FED REVU FUND		64,000.00
10	-60-4-511-50-4313				-1337		FED GRANT-NC DEHNR		
4	10	393500			BA26				64,000.00
10	-393500-						BUDGET APPROPRIATIONS CONTROL		
5	10	393400			BA26			64,000.00	
10	-393400-						BUDGET ESTIM REVENUE CONTROL		1
**	JOURNAL TOTAL				64,000.00		64,000.00		

General Fund - BA to appropriate grant funds for the Public Health, H1N1 Bioterrorism program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2011 08 301 BUA 02/07/2011 02/11/2011 BA 1803helc 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10558100	5126	1680		BA27		CCOG HCCBG ADD FED REVU FU	5,688.00	
10	-60-5-581-00-5126				-1680		SALARIES & WAGES-TEMP AND PART		
2	10553160	5381	1501		BA27		CCOG HCCBG ADD FED REVU FU	5,687.00	
10	-60-5-531-60-5381				-1501		PROFESSIONAL SERVICES		
3	10458100	4396	1680		BA27		CCOG HCCBG ADD FED REVU FU		5,688.00
10	-60-4-581-00-4396				-1680		FED GRANT-HOME & COMM.CARE BG		
4	10453160	4339	1501		BA27		CCOG HCCBG ADD FED REVU FU		5,687.00
10	-60-4-531-60-4339				-1501		FED GRANT-HOME & COMM.CARE BG		
5	10	393500			BA27				11,375.00
10	-393500-						BUDGET APPROPRIATIONS CONTROL		
6	10	393400			BA27			11,375.00	
10	-393400-						BUDGET ESTIM REVENUE CONTROL		1
**	JOURNAL TOTAL				11,375.00		11,375.00		

General Fund - BA to appropriate additional HCCBG grant funds (via COG) for the Transportation program budget and the Social Services, In-Home Aide Services program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2011 08 450 BUA 02/11/2011 02/16/2011 LIT 1803helc IN Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	55559200	5586	529	LIT61			REALLOCATE BUDGET TO ALIGN	12,588.00		
55	-70-5-592-00-5586			-529			BUILDINGS AND IMPROVEMENTS			
2	55559200	5586	557	LIT61			REALLOCATE BUDGET TO ALIGN	711,480.00		
55	-70-5-592-00-5586			-557			BUILDINGS AND IMPROVEMENTS			
3	55559200	5570	571	LIT61			REALLOCATE BUDGET TO ALIGN	1,172.00		
55	-70-5-592-00-5570			-571			LAND AND IMPROVEMENTS			
4	55559200	5586	528	LIT61			REALLOCATE BUDGET TO ALIGN		12,588.00	
55	-70-5-592-00-5586			-528			BUILDINGS AND IMPROVEMENTS			
5	55559200	5586	558	LIT61			REALLOCATE BUDGET TO ALIGN		711,480.00	
55	-70-5-592-00-5586			-558			BUILDINGS AND IMPROVEMENTS			
6	55559200	5920	530	LIT61			REALLOCATE BUDGET TO ALIGN		1,172.00	
55	-70-5-592-00-5920			-530			CONTINGENCY			
** JOURNAL TOTAL					0.00		0.00			

School Bond Fund 55 - LIT to reallocate budget to align with actual costs within the Marvin Ridge Middle and High School "B" project, within the Cuthbertson Middle and High School "C" and to fund deficit in Sun Valley land account from contingency account.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2011 08 451 BUA 02/12/2011 02/16/2011 LIT 1803helc IN Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10561100	5220	1801	LIT62			TRANSFERS TO BAL ACCTS	1,400.00		
10	-80-5-611-00-5220			-1801			FOOD AND PROVISIONS			
2	10561100	5370	1801	LIT62			TRANSFERS TO BAL ACCTS	1,635.00		
10	-80-5-611-00-5370			-1801			ADVERTISING/EMPL.RECONGNITION			
3	10561100	5381	1801	LIT62			TRANSFERS TO BAL ACCTS	5,937.00		
10	-80-5-611-00-5381			-1801			PROFESSIONAL SERVICES			
4	10561100	5233	1801	LIT62			TRANSFERS TO BAL ACCTS		4,000.00	
10	-80-5-611-00-5233			-1801			PERIODICALS BOOKS & OTHER PUB			
5	10561100	5260	1801	LIT62			TRANSFERS TO BAL ACCTS		2,972.00	
10	-80-5-611-00-5260			-1801			PRINTING AND OFFICE SUPPLIES			
6	10561100	5920	1801	LIT62			TRANSFERS TO BAL ACCTS		2,000.00	
10	-80-5-611-00-5920			-1801			CONTINGENCY			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts to year end estimates within the Library, Memorials program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2011 08 452 BUA 02/12/2011 02/16/2011 LIT 1803helc 1 N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10561100	5321	1800	LIT63			TRANSFER TO BAL ACCTS	900.00		
10	-80-5-611-00-5321			-1800			TELEPHONE AND COMMUNICATIONS			
2	10561100	5491	1800	LIT63			TRANSFER TO BAL ACCTS		900.00	
10	-80-5-611-00-5491			-1800			DUES AND MEMBERSHIPS			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts to year end estimates within the Library, Administration & Operations program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 08 453 BUA 02/17/2011 02/16/2011 LIT 1803helc LN Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10561100	5370	1800			LIT64	TRANSFERS TO BAL ACCOUNTS	1,469.00		
10	-80-5-611-00	5370	-1800				ADVERTISING/EMPL.RECOGNITION			
2	10561100	5381	1800			LIT64	TRANSFERS TO BAL ACCOUNTS	1,577.00		
10	-80-5-611-00	5381	-1800				PROFESSIONAL SERVICES			
3	10561100	5220	1800			LIT64	TRANSFERS TO BAL ACCOUNTS	2,121.00		
10	-80-5-611-00	5220	-1800				FOOD AND PROVISIONS			
4	10561100	5239	1800			LIT64	TRANSFERS TO BAL ACCOUNTS		386.00	
10	-80-5-611-00	5239	-1800				MEDICAL SUPPLIES AND EQUIPMENT			
5	10561100	5312	1800			LIT64	TRANSFERS TO BAL ACCOUNTS		1,083.00	
10	-80-5-611-00	5312	-1800				TRAVEL SUBSISTENCE			
6	10561100	5395	1800			LIT64	TRANSFERS TO BAL ACCOUNTS		3,698.00	
10	-80-5-611-00	5395	-1800				EDUCATION EXPENSES			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts to year end estimates within the Library. Administration & Operations program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 08 454 BUA 02/12/2011 02/16/2011 LIT 1803helc LN Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10561100	5234	1800			LIT65	TRANSFERS TO BAL ACCTS	7,000.00		
10	-80-5-611-00	5234	-1800				PERIOD. BOOKS & OTH PUB - S.O.			
2	10561100	5351	1800			LIT65	TRANSFERS TO BAL ACCTS	798.00		
10	-80-5-611-00	5351	-1800				MAINT & REPAIRS-BUILDINGS			
3	10561100	5354	1800			LIT65	TRANSFERS TO BAL ACCTS	2,411.00		
10	-80-5-611-00	5354	-1800				MAINT AGREEMNTS-COMP.SOFTWARE			
4	10561100	5233	1800			LIT65	TRANSFERS TO BAL ACCTS		7,000.00	
10	-80-5-611-00	5233	-1800				PERIODICALS BOOKS & OTHER PUB			
5	10561100	5353	1800			LIT65	TRANSFERS TO BAL ACCTS		798.00	
10	-80-5-611-00	5353	-1800				MAINT & REPAIRS-FUEL GAS			
6	10561100	5352	1800			LIT65	TRANSFERS TO BAL ACCTS		2,411.00	
10	-80-5-611-00	5352	-1800				MAINT & REPAIRS-EQUIPMENT			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts to year end estimates within the Library. Administration & Operations program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 08 524 BUA 02/09/2011 02/21/2011 LIT 1803helc LN Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	61521110	5550	CC03			LIT66	COVER COST SCADA SYS ADDIT	1,700.00		
61	-90-5-211-10	5550	-CC03				OTHER EQUIPMENT			
2	61521110	5550	CC04			LIT66	COVER COST SCADA SYS ADDIT	1,700.00		
61	-90-5-211-10	5550	-CC04				OTHER EQUIPMENT			
3	61521110	5550	TM29			LIT66	COVER COST SCADA SYS ADDIT	1,700.00		
61	-90-5-211-10	5550	-TM29				OTHER EQUIPMENT			
4	61521110	5356	TM02			LIT66	COVER COST SCADA SYS ADDIT		2,100.00	
61	-90-5-211-10	5356	-TM02				MAINT & REPAIRS-LAND & IMPRVS			
5	61521110	5356	CC01			LIT66	COVER COST SCADA SYS ADDIT		3,000.00	
61	-90-5-211-10	5356	-CC01				MAINT & REPAIRS-LAND & IMPRVS			
** JOURNAL TOTAL					0.00		0.00			

Water and Sewer Operating Fund - LIT to cover additional costs of SCADA system for Woodfern, Old Hickory and Community Park pump stations within the Water and Sewer Operating Fund program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 08 614 BUA 02/21/2011 02/24/2011 LIT 1803helc 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10540900	5395					COST OF IPMA CONFERENCE	113.00		
10	-10-5-409-00	-5395					EDUCATION EXPENSES			
2	10540900	5312					COST OF IPMA CONFERENCE		113.00	
10	-10-5-409-00	-5312					TRAVEL SUBSISTENCE			
**	JOURNAL TOTAL				0.00		0.00			

General Fund - LIT to adjust budget for education expenses in 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 08 728 BUA 02/17/2011 03/09/2011 LIT 1803helc 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10561100	5126	1804				ADJ SMART START FUND-PERSO	3,312.00		
10	-80-5-611-00	-5126					SALARIES & WAGES-TEMP AND PART			
2	10561100	5132	1804				ADJ SMART START FUND-PERSO	62.00		
10	-80-5-611-00	-5132					SEPARATION ALLOWANCE			
3	10561100	5260	1804				ADJ SMART START FUND-PERSO	5,344.00		
10	-80-5-611-00	-5260					PRINTING AND OFFICE SUPPLIES			
4	10561100	5121	1804				ADJ SMART START FUND-PERSO		5,626.00	
10	-80-5-611-00	-5121					SALARIES & WAGES			
5	10561100	5134	1804				ADJ SMART START FUND-PERSO		281.00	
10	-80-5-611-00	-5134					401-K SUPP RET PLAN -OTHER			
6	10561100	5181	1804				ADJ SMART START FUND-PERSO		177.00	
10	-80-5-611-00	-5181					FICA CONTRIBUTIONS			
7	10561100	5182	1804				ADJ SMART START FUND-PERSO		193.00	
10	-80-5-611-00	-5182					RET CONTRIB.- OTHER EMPLOYEES			
8	10561100	5183	1804				ADJ SMART START FUND-PERSO		2,311.00	
10	-80-5-611-00	-5183					HEALTH INSURANCE			
9	10561100	5187	1804				ADJ SMART START FUND-PERSO		130.00	
10	-80-5-611-00	-5187					DENTAL INSURANCE			
**	JOURNAL TOTAL				0.00		0.00			
**	GRAND TOTAL				272,612.69		272,612.69			

General Fund - LIT to adjust budget accounts to year end estimates within the Library, Union County Partnership for Children program budget.

21 Journals printed

** END OF REPORT - Generated by Dept413 **

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 4, 2011

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

SUBJECT: Request Authorization to Proceed with Purchase Order Issuance

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):

- Proposal from Nix Purser & Associates dated January 8, 2011
- Purchase Order Requisition

INFORMATION CONTACT:

Ed Goscicki

TELEPHONE NUMBERS:

704 296-4212

DEPARTMENT'S RECOMMENDED ACTION:

Authorize staff to proceed with issuance of Purchase Order for the installation of Supervisory Control and Data Acquisition (SCADA) technology for the Woodfern, Old Hickory and Community Park wastewater pumping stations.

BACKGROUND:

Union County Public Works utilizes a Supervisory Control And Data Acquisition (SCADA) system to monitor and control remote water and wastewater stations. In December 2003 Request for Proposals were evaluated for a SCADA service and equipment provider. Nix Purser and Associates, representing Data Flow Systems, Inc., was selected. Approximately 12 high priority wastewater pumping stations were upgraded/retrofitted with DFS technology between August 2004 and October 2005. Since 2005 Public Works has systematically prioritized and upgraded/retrofitted the remaining wastewater pumping stations with SCADA as funding would allow. The Woodfern, Old Hickory and Community Park wastewater pumping stations were approved for upgrade/retrofit in the FY11 capital budget.

This is a sole-source procurement as Nix Purser and Associates is the sole representative for Data Flow Systems in North Carolina. Public Works recommends that we continue with the Data Flow System for this expansion to maintain the compatibility of these controls with our existing system. Changing to a new system would require significant reconfiguration to integrate and decrease system reliability. Their pricing for the SCADA system for these pumps stations is consistent with the prices quoted in their 2003 proposal adjusted for inflation. The only other vendor to submit on our 2003 RFP was approximated 25% higher in price.

FINANCIAL IMPACT:

Funding is available in the current FY 11 capital budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Nix, Purser & Associates, Inc.

2725 Gray Fox Road
Monroe, NC 28110
Phone 704-225-1840
Fax 704-225-1451
E-mail mail@nixpurser.com



Nix, Purser and Associates, Inc.

2725 Gray Fox Rd.
Monroe, N.C. 28110
Phone 704-225-1840
Fax 704-225-1451

January 8, 2011

To: Mr. Josh Brooks
Union County Department of Public Works
400 North Church Street
Monroe, N.C. 28112
Phone 704-289-7395
Cell 704-506-0461

From: Dwight Purser.

Transmittal: Three (3) page E-mail.

Comments: Please call if transmittal is not legible or did not received all pages.
Hard copy will not follow unless requested.

Reference: Union Co. Public Works Sewer Lift Stations.

Proposal: Scada System Additions for Woodfern, Old Hickory and Community Park
Sewer Lift Station RTUs.

Nix, Purser and Associates are very pleased that you have given our company the opportunity of presenting a quotation for the above mentioned project.

Listed below and on the next pages are the items NPA will provide if honored with a written purchase order.

Item 1: Three (3) Data Flow Systems (DFS) TCU Remote Terminal Units to be installed at the following Sewer Lift Stations consisting of the following.

Tag: Woodfern.
Tag: Old Hickory (Hwy 16)
Tag: Community Park.

One (1) DFS TCU Fiberglass enclosure.
One (1) DFS Tac Pack TCU with integral radio.

Cont.

- One (1) DFS 480 or 240 VAC 3-phase monitoring kit.
- One (1) DFS SPS001 120 VAC surge protector.
- One (1) DFS TFS001-02 transient filter shield surge protector.
- One (1) Polyphaser antenna surge protector.
- One (1) RF pigtail.
- One (1) lot misc. isolation relays.
- One (1) lot breakers and fuses.
- One (1) Terminals and wiring.
- One (1) lot panel construction hardware.

- Item 2: Three (1) Data Flow Systems (DFS) RTA209A yagi antennas.

- Item 3: Three (3) Nello 25G antenna support towers.

- Item 4: Three (3) Lot (as required) antenna coaxial cables with connectors.

- Item 5: Three (3) Druck, Inc. submersible transducer systems.

- Item 6: One (1) Lot NPA system design and engineering.

- Item 7: One (1) Lot NPA Installation of equipment covered in this proposal.

- Item 8: One (1) Lot NPA required electrical and electrical terminations of equipment covered in this proposal.

- Item 9: One (1) Lot NPA system configurations of the existing Union County DFS HyperServers.

- Item 10: One (1) Lot NPA addition graphics to the existing DFS HyperServer HMI.

- Item 11: One (1) Lot NPA start-up services to equipment covered in this proposal.

- Item 12: One (1) Lot NPA training services to equipment covered in this proposal.

- Item 13: One (1) Lot NPA FCC license, fees, etc. for addition of these sites to existing radio frequency.

Price each site: \$ 19,695.00
Total Price all three (3) sites: \$ 59,085.00

*** PLEASE NOTE ***

Motor starters, valves, solenoids, valve control panels, pressure gauges, pressure switches, pressure transmitters and flow meters are not included in our proposal and if required, will be provided by others or as a change order to NPA.

Terms:

- A. Taxes are **“not”** included.
- B. Freight is included.
- C. NPA will only provide the scope of work identified in line items of this proposal.
- D. Equipment will be invoiced upon delivery at job site or our office.
- E. Each labor item will be invoiced after completion.
- F. All invoices 30 days. 1-1/2 % penalty charge after 30 days.
- G. Price good for 60 days.

After your review, please call if you have any questions.

Looking forward to working you again on these projects.

Sincerely,

Dwight Purser

IF QUOTES NOT ATTACHED PLEASE INITIAL APPROPRIATE RESPONSE

Complete specifications are included and Purchasing should seek competitive quotes.

Quotes have been obtained for this requisition in compliance with County Policy and information is on file.

I request that a purchase order be issued without additional quotes because:
Nix Purser and Assoc. installed all previous SCADA equipment and provides technical support currently within the County's water and wastewater systems.

I have a copy and have read the County Purchasing Policy.

SIGNATURE:

Josh Brooks

April 2011

**Child Abuse Prevention Month &
Sexual Assault Awareness Month
Proclamation**

5
MEETING DATE 4/4/2011

Whereas, preventing child abuse and neglect, and sexual violence is a community problem affecting both the current and future quality of life of a community;

Whereas, Union County Department of Social Services accepted 1,811 reports of child abuse representing over 4,101 children in 2010;

Whereas, more than 1,000 victims and family members were served at United Family Services' through Victim and Clinical Services during 2010;

Whereas, 97% of the children served by the Tree House Children's Advocacy Center were sexually abused by a relative or other known person and 24% of the children served were sexually abused by other children in 2010;

Whereas, 73% of sexual assault victims were under the age of 18; 54% of children served were under the age of 13; 17% were under the age of 5;

Whereas, child abuse and neglect not only cause immediate harm to children, but are also proven to increase the likelihood of criminal behavior, substance abuse, health problems, and risky behavior thereby increasing the cost of community support services;

Whereas, all citizens should be protected from sexual and physical violence;

Whereas, United Family Services' Victim and Clinical Services programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and all members of Union County;

Therefore, the Union County Board of Commissioners does hereby proclaim **April** as **Child Abuse Prevention Month & Sexual Assault Awareness Month** and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in efforts to support families, thereby preventing child abuse and sexual violence and strengthening the communities in which we live.

Adopted this 4th day of April, 2011

ATTEST:

Lynn G. West, Clerk to the Board

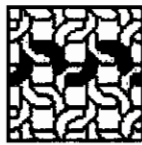
Jerry Simpson, Chairman

Tracy L. Kuehler, Commissioner

Todd Johnson, Vice Chairman

Kim Rogers, Commissioner

Jonathan Thomas, Commissioner



United
Family
Services

March 29, 2011

Dear Mayor and Council Members:

Founded in 1909, United Family Services' mission is providing hope and solutions to people in crisis. Strength-based programs such as Consumer Credit and Housing Counseling, Clinical Counseling Services, Employee Assistance, Victim Services including The Tree House Children's Advocacy Center (CAC) make this mission possible. Since 1991, UFS has been the sole provider of comprehensive services for victims of sexual assault and their non-offending family members in Union County. The Tree House Children's Advocacy Center is a nationally accredited CAC by the National Children's Alliance. The Tree House is also serving children who are victims of physical abuse. Clinical Counseling Services provides Trauma-Focused Cognitive Behavioral Therapy, an evidenced based model for treating trauma and post traumatic stress disorders, to victims and their families impacted by sexual violence.

Sexual crimes affect 1 in 4 girls and 1 in 6 boys by the time they reach 18. Even more alarming, studies show that 9 of 10 child victims never tell; most disclosures are accidental. In 2010, the Union County DSS accepted 1,811 reports of child abuse, representing 4,101 children. Last year, seventy-three percent of the victims served at United Family Services were under the age of 13; 54% were under age 12; and 30% were under the age of 6. Ninety-seven percent were abused by a relative or known person, and 24% were victims of child-on-child abuse. Since 2002, the demand for mental health services has increased over 3,000%. Traumatic experiences produce critical long-term consequences for victims, their families, communities and society. Rape is the costliest of all crimes, leading to medical, prosecutorial and social service expenses, lost wages and lost quality of life.

Children seen at the Tree House receive a child/teen-friendly forensic interview and medical evaluation. Child and adult survivors served are eligible for individual and family counseling; play therapy; crisis intervention; 24 hour hotline services; advocacy; case management, coordination; court education/accompaniment; support groups and prevention education. **The Tree House-Child Advocacy and Rape Crisis Center** offers more community interagency collaboration, coordination, and comprehensive services. A multi-disciplinary team (MDT) including Union County Health Department, Department of Social Services, Sheriff's Office, Marshville, Monroe, Waxhaw and Wingate Police, CMC-Union and the 20^Bth Prosecutorial District Attorney's Office works closely to ensure children are not re-victimized by a system designed to protect them. Child and adult victims are better able recover and heal from the trauma of their victimization and move forward with their new lives.

Please join United Family Services in supporting over 1,000 victims and families impacted by sexual violence and reducing the costly impact to victims and our community by a financial contribution of \$1,000 for our "30 Days of Hope" campaign in the month of April. Funds received are used as non-restricted funds for uncovered operating expenses for Victim and Clinical services. United Family Services provides a place where hope and healing take root and grow, a place where miracles really can happen.

With Sincere Thanks & Appreciation,

Pamela B. Caskey
South Region Director



United
Family
Services

Facsimile:

To: Union County Commissioners
c/o Lynn West

From: Ashley Lantz / Pamela Caskey

Fax: 704-282-0121

Pages (including cover): 3

Phone:

Date: March 29, 2011

Re: April is Child Abuse Prevention &
Sexual Assault Awareness Month

CC:

Urgent For Review Please Comment Please Reply

MESSAGE: **April is Child Abuse and Sexual Assault Awareness Month!**

Child Abuse is a growing concern in our society. Prevent Child Abuse of North Carolina reports that 1 in 4 girls and 1 in 6 boys will be sexually abused before they reach the age of 18. Union County is not immune. Over 73% of victims served by United Family Services' Rape Crisis/Tree House Children's Advocacy Center program during 2010 were children under the age of 18. Please join us in creating awareness about Child Abuse and Sexual Assault in Union County by providing a proclamation for Child Abuse Prevention Month and Sexual Assault Awareness Month. Thank you for your support!

Sincerely,

Ashley P. Lantz, Victim Services Coordinator *Pamela B. Caskey, South Region Director*

United Family Services is a nonprofit, United Way member agency. The agency mission is to provide hope & solutions for people in crisis. Programs in Union County such as Consumer Credit Counseling, Employee Assistance, Family Counseling, Rape Crisis, The Tree House Children's Advocacy Center, and the Child Abuse Prevention Program are the vehicles through which this mission is possible.

Confidentiality Warning: The documents accompanying this transmission contain information intended for a specific individual and purpose. The information is private, and is legally protected by law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. Thank you.

United Family Services ♦ 604 Lancaster Avenue ♦ Monroe, NC 28112
Phone: 704-226-1352 ♦ Fax: 704-282-9362 ♦ www.unitedfamilyservices.org



United
Family
Services

April 2011
Child Abuse Prevention Month &
Sexual Assault Awareness Month
Proclamation

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Signature

Date

*Remarkable People.
Remarkable Medicine.*

Union County Board of Commissioners

2011 Annual Update

Presbyterian HOSPITAL MATTHEWS

Remarkable People. Remarkable Medicine.



Roland Bibeau, President
Mark Collins, MD
April 4, 2011

AGENDA ITEM
6
MEETING DATE 4/4/2011

Remarkable People.
Remarkable Medicine.



Patient Focused.
Physician Driven.
Team Powered.

Presbyterian HOSPITAL MATTHEWS

Remarkable People. Remarkable Medicine.



Presbyterian Hospital Matthews is committed to providing remarkable care for our community. This focus begins with our leadership team – practicing physicians who understand what patients need and want. Physician leadership ensures decisions are driven by what is best for our patients and their families. Through the teamwork of our physicians, nurses, administrators and support staff, Presbyterian Hospital Matthews continually receives national recognition for our commitment to quality care such as Magnet designation, the nation's top honor for excellence in nursing.

To learn more about the remarkable care at Presbyterian Hospital Matthews,
call 704.584.3444 or visit us at [presbyterian.org/matthews](http://www.presbyterian.org/matthews).

Hospital Services

114 bed acute care hospital

- Women's & Children's – LDRP, ICN
- 67 Medical - Surgical - Oncology beds
- 12 Intermediate and critical care beds
- Cardiac Cath Lab
- 8 Operating rooms
- Endoscopy, Outpatient Clinic, Cardiopulmonary
- Full service Radiology and Imaging – MRI, 64-slice CT, PET Scanner
- 33 – bed Emergency Department
- Service lines: **Interventional Cardiology including EP (stents, angioplasty, pacemakers), Bariatric Surgery, Minimally invasive surgery-DaVinci, Dedicated Women's Breast Center, Oncology Services**

Support Services and Amenities

- Inpatient Hospitalist Program
- On site Urgent Care
- Business Center
- Valet Service
- Lithotripsy
- Rapid Response Team
- Full service Health Library
- Broad spectrum of educational programs, classes and support groups
- Volunteer Adult & Junior program
- Rehabilitation: both inpatient and outpatient. Includes physical therapy, occupational and speech therapy
- Charity Care/Community Benefit: 2009 > \$23,146,000

What's New!

- 20 Acute care beds
- 5th Floor addition
- Expanded parking lot
- Vision 2015

*Remarkable People.
Remarkable Medicine.*



Designations

- **Stroke Center Designation:** based on compliance with national standards, effective use of established guidelines, performance improvement activities, and patient outcomes
- **Chest Pain accredited hospital:** Highest national standard for the care of heart attack and chest pain
- **Magnet Designation: *National Nursing Award***
The Magnet Recognition Program® was developed by the American Nurses Credentialing Center (ANCC) to recognize health care organizations that provide the very best in nursing care and uphold the tradition within nursing of professional nursing practice.

Remarkable People.
Remarkable Medicine.

Awards

Professional Research Consultants (PRC)



Presbyterian Hospital Matthews is the recipient of **35** - 2010 employee, patient and physician satisfaction awards.

Presbyterian Hospital
has been named one
of the 50 best
hospitals in America.*

2011- Becker's Hospital Review

CHARLOTTE
**BUSINESS
JOURNAL**

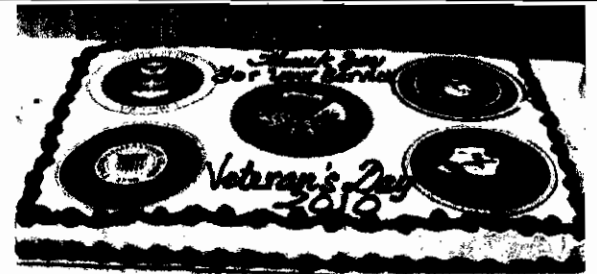
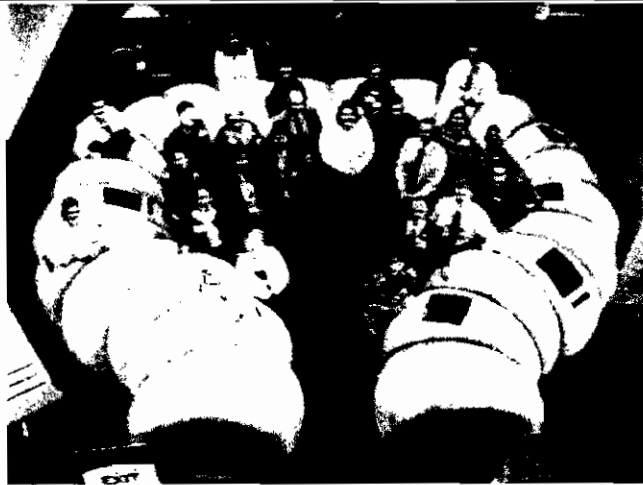
2010- Presbyterian Healthcare voted by the Charlotte Business Journal as one of the top 5 "Best Places to Work" in the Charlotte area.



Our Community

- Union County Public Schools
- Monroe Aquatic & Fitness Center
- Presbyterian Community Cruiser
- Community Health Alliance
- Civic Organizations/Boards
Involvement
- Congregational Health Ministry

Remarkable People.
Remarkable Medicine.



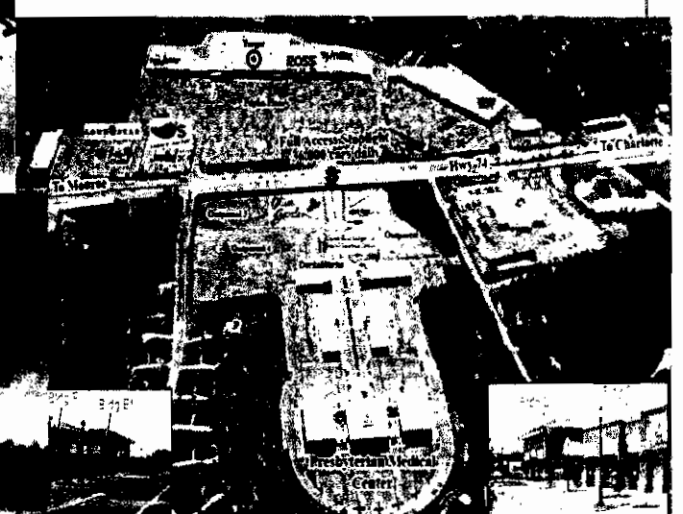
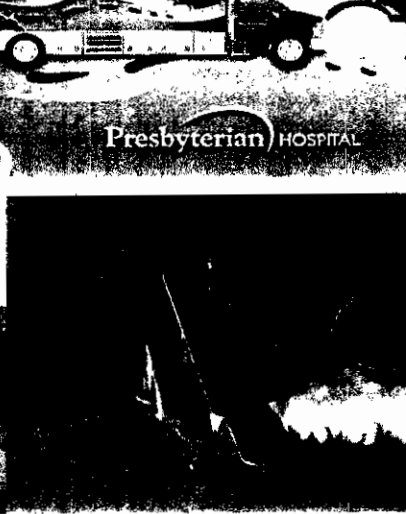
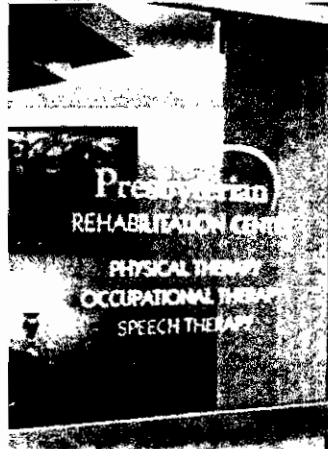
PRESBYTERIAN HOSPITAL COMMUNITY CARE CRUISER



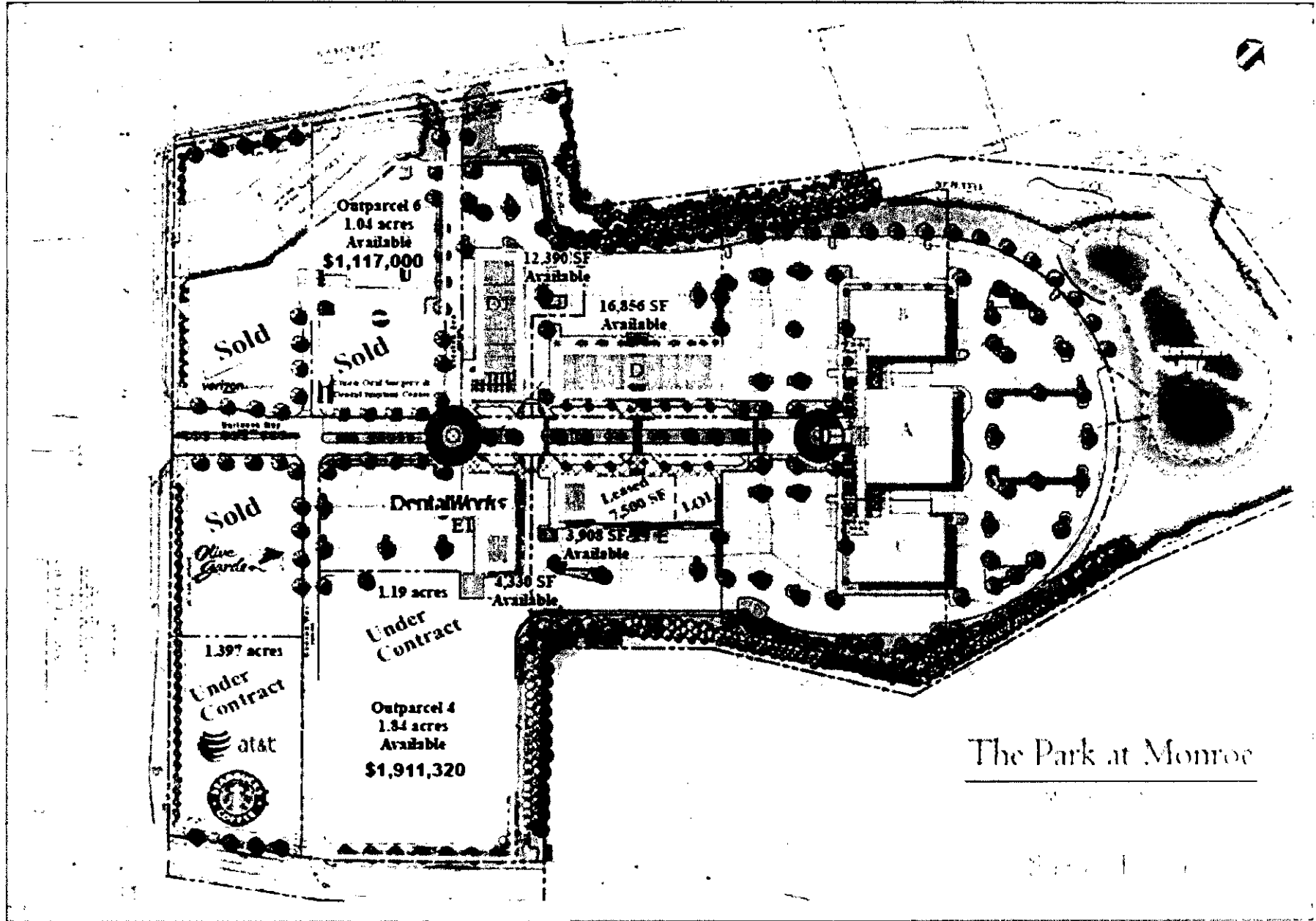
PRESBYTERIAN HOSPITAL COMMUNITY CARE CRUISER



Presbyterian HOSPITAL



Remarkable People.
Remarkable Medicine.



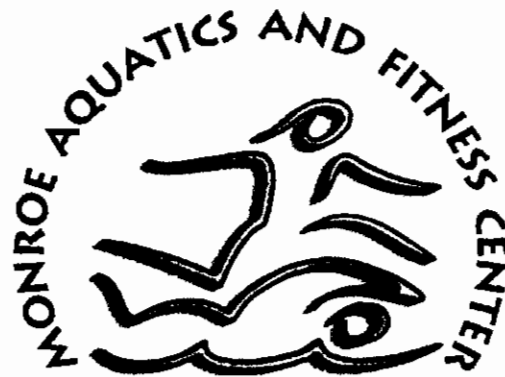
The Park at Monroe

10000 Monroe Blvd
New Orleans, LA 70121

312.456.7890

Union County Initiatives

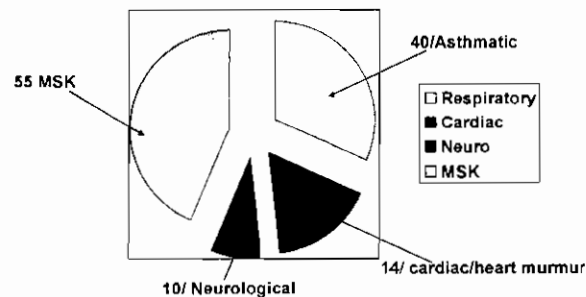
- Union County Public School Wellness Program
 - Pilot wellness programming at Western Union Elementary School & Piedmont HS
 - Staff have participated in web based health questionnaire that will guide wellness implementation related to employee interest
 - Presbyterian Healthcare staff committed to provide monthly health education at Piedmont High School during monthly staff meetings
- Community Care Cruiser
 - Total number of children seen since 11/27/07
 - 2007=**137**, 2008=**1520**, 2009 =**1664**, 2010=**1746** Total seen = **5067**
- City of Monroe Employee Wellness Program - 54 employees seen YTD
 - Fast Pass access to Presbyterian Healthcare physicians for acute conditions during the work week for all COM employees and dependents
 - Quick, quality healthcare for employees and dependents who need to return to work quickly
 - Connectivity to Presbyterian Healthcare primary care Medical Homes for interested employees



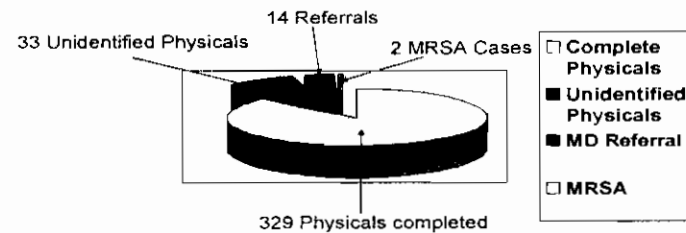
- Wellness Center Nurses see 50-75 clients per week.
- They perform blood pressure checks, blood sugar and cholesterol levels and see walk-ins.
- Issues everyday from health questions to exercise recommendations.
- See clients referred by their Physicians for exercise and nutrition programs.
- Refer clients to physicians for health and wellness issues. On several occasions, members have been identified with potential life threatening conditions and referred to physicians, where immediate surgery was performed. Members feel safer and more confident because we have Nurses on staff.
- Nurses provide first aid and emergency treatment to the members at the MAFC.
- Nurses teach Red Cross and American Heart CPR to staff and members.
- Both nurses have been awarded American Red Cross Citations for providing care in life threatening emergencies. Sheila Mobley helped rescue a client having a Gran Mal seizure in the swimming pool in January of 2008. Tracey Leitner provided mouth-to-mouth resuscitation and defibrillation to a client in June of 2010; both members lived through their ordeals.

UC Athletic Trainer Program

Sports Physicals Report



Sports Physicals Report



•May 2010 Sports Physicals Day provided 329 Physicals for student athletes- the following medical problems found were: Heart murmurs, Asthma, MRSA and other musculoskeletal problems.

•Three ATCs in UC schools for 2010-11 school year at Piedmont, Forest Hills & Weddington. Two more will be added in June 2011.

QUESTIONS?

**“IT’S NOT ABOUT THE ENVIRONMENT WE FACE, IT’S
ABOUT THE CHOICES WE MAKE IN THE
ENVIRONMENT.”**

***Paul Wiles, President & CEO, Novant Health
October 2008***

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 4, 2011

Action Agenda Item No. 9
(Central Admin. use only)

SUBJECT: Amendment to Ordinance for Solid Waste Management

DEPARTMENT: Legal

PUBLIC HEARING: No

ATTACHMENT(S):

- 1) Draft Amendment
- 2) Legal memo (with exhibit)
- 3) Current (1981) Ordinance

INFORMATION CONTACT:

Jeff Crook

TELEPHONE NUMBERS:

704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Consider Adoption of Amendment

BACKGROUND: At Commissioner Johnson's request and as directed by the County Manager, the staff attorney has prepared draft revisions to the County's Ordinance for Solid Waste Management to reinforce the prohibition against littering and to strengthen the penalties for violation of the Ordinance.

Littering is a violation of both State and local law. The attached memorandum, updated from a memo provided to the Board in 2009, attempts to summarize the State statutes and give a brief overview of the County's ordinances. It should be noted that all current law, both State and local, depends for enforcement on criminal sanctions. A major reason for modifying the current Ordinance is to provide for civil penalties as an additional remedy. Although prosecution for violation of a criminal statute can be an extremely effective means of enforcement, it does entail use of scarce resources in the District Attorney's office and it requires a higher burden of proof, i.e. "beyond a reasonable doubt" as compared to "a preponderance of the evidence" for a civil action. Enforcement action to collect civil penalties, if unpaid, would probably occur in small claims court before a magistrate pursuant to an action in the nature of debt. It is believed that one or more litter control personnel could be trained in how to proceed with this means of enforcement.

The proposed amendment provides for civil penalties ranging from \$250 for a first violation to \$1,000 for third and subsequent violations within a three-year period. The Board may modify these amounts and/or dispense with the graduated approach, if desired, but it is believed that these are reasonable and enforceable. The civil penalties represent a significant increase over the \$50 maximum monetary criminal penalty currently available pursuant to County

ordinance(s). The proposed amendment also includes provisions: (i) authorizing the County Manager or Assistant Manager(s) to sign the complaint initiating legal action, thus obviating the need to seek additional Board authorization; (ii) authorizing the County to charge interest at the legal rate for unpaid penalties; (iii) authorizing enforcement by any equitable remedy available, which would include injunction and order of abatement; (iv) providing that each day that a violation continues after notification is considered a separate offense for purposes of assessing penalties; and (v) stating that the County may pursue one, all, or any combination of the penalties outlined. The Board may modify any of these provisions, if desired, but they are suggested, along with the addition of civil penalties, as a means of strengthening the remedies available for violation of the Solid Waste Management Ordinance.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

AMENDMENT TO ORDINANCE FOR SOLID WASTE MANAGEMENT

1. Amend Section III(G) by adding the following at the end of this Section:

Without limiting the generality of the foregoing, no person may discard, dispose, leave, or dump any solid waste on or along any street or highway or on public or private property unless such solid waste is placed in a receptacle or at a location designated for the deposit of solid waste.

Section III(G) thus reads as rewritten:

[Note that original formatting is retained below]

SECTION III. Storage And Disposal

A. No owner, occupant, tenant, or lessee of any property may deposit, store, or permit to accumulate any solid wastes upon his property that is not stored or disposed of in a manner prescribed by this ordinance.

B. The owner, occupant, tenant, or lessee of any property shall remove or cause to be removed all solid wastes from his property at least once each week (7-day period).

C. Garbage shall be stored only in a container that is durable, rust resistant, nonabsorbent, watertight, and easily cleaned, with a close-fitting, fly-tight cover in place, with adequate handles or bails to facilitate handling. The capacity of the container may not exceed thirty-two gallons. Solid waste receptacles, as defined by this ordinance, may also be used for storage. Each container shall be kept clean so that no odor or other nuisance condition exists.

D. Refuse shall be stored in a manner that will not provide harborage to rodents and vermin and will not create a fire hazard.

E. No owner, occupant, tenant, or lessee of a building or dwelling, other than a licensed junk dealer, may place or leave, or cause to be placed or left, outside the building or dwelling any bulky wastes for longer than 72 hours.

F. No owner, occupant, tenant, or lessee of any building or dwelling may leave outside the building or dwelling, in a place accessible to children, any abandoned or unattended icebox, refrigerator or other receptacle that has an airtight door without first removing the door.

G. Solid waste shall be disposed of only in one of the following ways:

1. In a sanitary landfill approved by the Division of Health Services
2. In an incinerator that has all required local, state, and federal air pollution control permits
3. A householder may dispose of solid wastes generated at his residence on his property in a manner approved by the health director, and the health director shall publish a list of generally approved methods of disposal.

4. By any other method, including reclamation and recycling processes, that has been approved by the Division of Health Services

Without limiting the generality of the foregoing, no person may discard, dispose, leave, or dump any solid waste on or along any street or highway or on public or private property unless such solid waste is placed in a receptacle or at a location designated for the deposit of solid waste.

H. In addition to the methods listed in section III.G., above, wastes not prohibited by Section V.D. 1-9. may be disposed of in solid waste receptacles provided by the county.

I. Construction and demolition wastes may be disposed of at disposal sites approved by the Division of Health Services and the health director.

J. Infectious, hazardous, and radioactive wastes shall be disposed of according to written procedures approved by the Division of Health Services.

K. Any person collecting and transporting solid wastes generated on his property for disposal at an approved disposal site shall comply with Sections VI.F.1. and 2. of this ordinance concerning vehicles and containers.

2. Amend Section VII (i) by adding "A" to precede the existing text thus designating this as subsection A, and (ii) by adding four new subsections as Section VII(B)(C)(D) and (E) to read as follows:

B. Any act constituting a violation of the provisions of this Ordinance or a failure to comply with any of its requirements shall subject the offender to the assessment of a civil penalty in an amount as set forth below.

First Violation (within a 3-year period)	\$250
Second Violation (within a 3-year period)	\$500
Third and Subsequent Violations (within a 3-year period)	\$1,000

If the offender fails to pay this penalty within fifteen (15) days after being cited for a violation, the penalty may be recovered by the county in a civil action in the nature of debt. In the event such action is necessary, the County Manager or an Assistant County Manager is authorized to initiate the action and sign the complaint on behalf of the county. The county may charge interest at the legal rate from the date when the penalty becomes delinquent.

C. This ordinance may also be enforced by any appropriate equitable remedy issuing from a court of competent jurisdiction.

D. Each day that any violation continues after notification that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.

E. Any one, all, or any combination of the foregoing penalties and remedies may be used to enforce this ordinance.

Section VII thus reads as rewritten:

- A. Any person violating this ordinance shall be guilty of a misdemeanor punishable by a fine not to exceed fifty dollars (\$50.00) or imprisonment for not more than thirty (30) days, or both. Each days violation shall be treated as a separate offense.
- B. Any act constituting a violation of the provisions of this Ordinance or a failure to comply with any of its requirements shall subject the offender to the assessment of a civil penalty in an amount as set forth below.

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- C. This ordinance may also be enforced by any appropriate equitable remedy issuing from a court of competent jurisdiction.
- D. Each day that any violation continues after notification that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.
- E. Any one, all, or any combination of the foregoing penalties and remedies may be used to enforce this ordinance.



UNION COUNTY LEGAL DEPARTMENT

JEFFREY L. CROOK, SENIOR STAFF ATTORNEY
COURTNEY P. RITCHIE, STAFF ATTORNEY
TRUDY HELMS, LEGAL ASSISTANT

500 NORTH MAIN ST., SUITE 826
MONROE, NC 28112

TO: The Union County Board of Commissioners
Cynthia A. Coto, County Manager

FROM: Jeffrey L. Crook, Senior Staff Attorney *JLC*

RE: Litter Law

DATE: March 30, 2011

This memorandum discusses the current state of the law surrounding what is commonly referred to as “littering” in Union County, as well as what steps, and under what authority, the Union County Board of Commissioners may use to increase the fines for littering in the unincorporated areas of the County.

I. STATE LAW

North Carolina law makes it illegal for a person, firm, organization, private corporation, governing body, or agents or employees of any municipal corporation to “throw, scatter, spill, place, or cause to be blown, scattered, spilled, or placed or otherwise dispose of any litter¹ upon any public property or private property not owned by the person within this State or in the waters of this State” unless the property is designated for that purpose by the State or political

¹Litter is defined in N.C.G.S. § 14-399 to mean “any garbage, rubbish, trash, refuse, can, bottle, box, container, wrapper, paper, paper product, tire, appliance, mechanical equipment or part, building or construction material, tool, machinery, wood, motor vehicle or motor vehicle part, vessel, aircraft, farm machinery or equipment, sludge from a waste treatment facility, water supply treatment plant, or air pollution control facility, dead animal, or discarded material in any form resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.” “[L]itter’ does not include political pamphlets, handbills, religious tracts, newspapers, and other similar printed materials the unsolicited distribution of which is protected by the Constitution of the United States or the Constitution of North Carolina” so long as such materials are “being used for or distributed in accordance with their intended uses.” N.C.G.S. § 14-399(i)(4).

subdivision (e.g. landfill) and the person is authorized to dispose of waste on that property or unless the litter is properly disposed of in a litter receptacle. (N.C.G.S. § 14-399.²) The punishment for violating this statute varies depending on whether the person acted intentionally or recklessly, the amount of litter at issue, whether the litter is hazardous waste, whether the litter was “discarded by a business, corporation, association, partnership, sole proprietorship, or an other entity conducting business for economic gain, or by an employee or agent of the entity,” and whether the violator is a repeat offender. The table attached to this memorandum as Exhibit A shows these classifications and the punishments available and/or required pursuant to N.C.G.S. § 14-399. In addition to those punishments shown in Exhibit A, “[a] court may enjoin a violation of [§ 14-399].” (N.C.G.S. § 14-399(f))

II. COUNTY ORDINANCES

It is provided in Subsection (k) of N.C.G.S. § 14-399 that “this [statute] does not limit the authority of any State or local agency to enforce other laws, rules or ordinance relating to litter or solid waste management.” Therefore, local governments are not preempted from adopting and enforcing their own litter control ordinances. See William A. Campbell, *Litter Control*, Local Government Law Bulletin No. 65, 4 (Institute of Government, February 1995).

N.C. Gen. Stat. § 153A-132.1 gives counties authority to:

enact ordinances governing the removal, method or manner of disposal, depositing or dumping of any trash, debris, garbage, litter, discarded cans or receptacles or any waste matter whatsoever . . . An ordinance adopted pursuant hereto may make it unlawful to place, discard, dispose, leave or dump any trash, debris, garbage, litter, discarded cans or receptacles or any waste matter whatsoever upon a street or highway located within [the] county or upon property owned or operated by the county unless such trash, debris, [etc.] . . . is placed in a designated location or container for removal by a specific garbage or trash service collector.

The geographic jurisdiction of an ordinance adopted pursuant to N.C.G.S. § 153A-132.1 may only include the “rural areas of the county and outside and beyond the corporate limits of any municipality,” unless authorized within municipal limits by a town/village/city council. Counties are authorized to make “each day or portion thereof” that the offending articles are left on the property a separate offense, and to provide that “a person in violation of the ordinance may be

²There is also an exception for the “accidental blowing, scattering, or spilling of an insignificant amount of municipal solid waste . . . during the automated loading of a vehicle designed and constructed to transport municipal solid waste if the vehicle is operated in a reasonable manner and according to manufacturer specifications.” N.C.G.S. § 14-399(a2). This type of occurrence does not violate G.S. 14-399.

punished by a fine not exceeding fifty dollars (\$50.00) or imprisoned not exceeding 30 days, or both, for each offense.”

Although the penalty provision of Section 153A-132.1 appears to set a cap of \$50.00 on the amount counties can fine violators (per offense), it does not expressly state whether this cap applies to criminal fines, civil fines, or both. This is an important distinction, because counties are not otherwise limited (at least by statute) in the amount of civil penalties they may impose for violations of ordinances adopted pursuant to their police powers. *See* Fleming Bell, *The Police Power, County and Municipal Government in North Carolina*, Art.4, 9 (UNC-School of Government, 2007). In contrast, criminal fines for local ordinance violations are limited by N.C.G.S. § 14-4, which provides at subsection (a) as follows:

Except as provided in subsection (b) [for ordinances regulating the operation or parking of vehicles], if any person shall violate an ordinance of a county . . . , he shall be guilty of a Class 3 misdemeanor and shall be fined not more than five hundred dollars (\$500.00). No fine shall exceed fifty dollars (\$50.00) unless the ordinance expressly states that the maximum fine is greater than fifty dollars (\$50.00).

There is, however, separate statutory authority for counties’ regulation of solid waste disposal. It is provided in N.C.G.S. § 153A-136 that: “A county may by ordinance regulate the storage, collection, transportation, use, disposal, and other disposition of solid wastes.” In 2001, the North Carolina General Assembly amended this statute through the adoption of Session Law 512, entitled “An Act to Strengthen the Littering Laws.” Among other provisions, Session Law 512 added a new subsection (6a) to N.C.G.S. § 153A-136. This new subsection expressly states that a solid waste ordinance adopted pursuant to the authority granted in § 153A-136 may “[r]egulate the illegal disposal of solid waste, including littering on public and private property, provide for enforcement by civil penalties as well as other remedies, and provide that such regulations may be enforced by county employees specially appointed as environmental enforcement officers.” The courts have yet to consider whether the \$50.00 cap in N.C.G.S. § 153A-132.1 applies to civil penalties and whether this cap applies to solid waste disposal ordinances adopted pursuant to Section 153A-136. A strong argument could be made that the addition of subsection (6a) to N.C.G.S. 153A-136 by means of the “Act to Strengthen the Littering Laws” indicates an intent by the General Assembly to enable counties to enforce litter control ordinances with civil penalties not subject to a statutory maximum.

Currently, Union County has two ordinances pertaining to solid waste management and disposal that also provide some regulation applicable to what might commonly be referred to as “littering.” The first was adopted November 3, 1975 (hereinafter referred to as the “1975 Ordinance”) pursuant to N.C.G.S. § 153A-136, and makes it unlawful for a “person, firm, organization, or private corporation [to] leave or cause to be left, temporarily or permanently, any trash, refuse or garbage on any property not owned by said person, firm, organization or private

corporation unless said trash, refuse or garbage is placed in a receptacle used for the purpose of collection of such trash, refuse or garbage.” A violation of this provision is punishable as a “misdemeanor as provided by G.S.14-4.” As discussed above, G.S. 14-4 specifies that the violation of a county ordinance constitutes a Class 3 misdemeanor and is subject to a fine not to exceed \$50.00 (unless the ordinance specifies a higher fine, though such higher fine cannot exceed \$500.00). Because Union County’s ordinance does not specify a fine other than to refer to G.S. 14-4, the maximum penalty available for a violation of this ordinance is a \$50 criminal fine (Class 3 misdemeanor).

The second Union County ordinance regulating solid waste management was adopted on October 27, 1981 (hereinafter referred to as the “1981 Ordinance”) pursuant to N.C.G.S. §§ 153A-121 through 132.1, and 153A-136. Although it does not expressly address “littering,” the 1981 Ordinance does set forth the only methods by which solid waste may be disposed of. It is provided in Section III.G. of the ordinance as follows:

Solid waste shall be disposed of only in one of the following ways:

1. In a sanitary landfill approved by the Division of Health Services
2. In an incinerator that has all required local, state, and federal air pollution control permits
3. A householder may dispose of solid wastes generated at his residence on his property in a manner approved by the health director, and the health director shall publish a list of generally approved methods of disposal.
4. By any other method, including reclamation and recycling processes, that has been approved by the Division of Health Services.

Subsection H, Section III goes on to state that “[i]n addition to the methods listed in section III.G. . . . , wastes not prohibited by Section V.D. 1-9 may be disposed of in solid waste receptacles provided by the county.” The unauthorized disposal of solid waste would thus violate this ordinance and would be punishable under its penalty provision: “Any person violating this ordinance shall be guilty of a misdemeanor punishable by a fine not to exceed fifty dollars (\$50.00) or imprisonment for not more than thirty (30) days, or both.” Also, the 1981 Ordinance provides that “[e]ach day’s violation shall be treated as a separate offense.”

III. SUGGESTIONS FOR HOW TO INCREASE FINES FOR LITTERING

In sum, both the 1975 Ordinance and the 1981 Ordinance authorize the imposition of up to a \$50.00 fine (and/or imprisonment) for the misdemeanor of violating the respective ordinance. Thus, the County’s ordinances do not extend beyond the \$50.00 cap set by N.C.G.S. § 153A-132.1. If the Board would like to increase the fines available for penalizing “littering,” it

will need to rely on the provision in N.C.G.S. § 153A-136 for “enforcement by civil penalties as well as other remedies,” and add civil penalties to the enforcement mechanisms set out in one or both of these ordinances.

In summary, Union County is not preempted by State statute from adopting a local ordinance for regulation of litter. The County has in fact done so by ordinances adopted in 1975 and 1981. These ordinances provide for criminal penalties not to exceed \$50 and/or 30 days’ imprisonment. The Board of Commissioners may, if desired, amend the current ordinance(s) or adopt a new ordinance that would include the imposition of civil penalties. (Recall that pursuant to Article IX, Section 7 of the North Carolina constitution, these civil penalties will accrue to the Union County Public Schools if the ordinance also provides for criminal penalties.) State statutes also regulate littering, and these provisions are summarized in Exhibit A to this memorandum. Finally, some years ago the Public Works Department established a deputized position dedicated to enforcement of litter control. This position has since been transferred to the Union County Sheriff’s Office.

Please let me know if you have any further questions or comments.

EXHIBIT A

*** Please note that this table (as well as N.C. Gen. Stat. §14-399) refers to the discarding of litter by an entity or employee/agent of the entity conducting business for economic gain as the discarding of litter "for commercial purposes." Also, the applicable definition of "hazardous waste" is the one found in N.C. Gen. Stat. §130A-290. Also, please note that driver's license point penalties found in this statute/table do not result in an insurance premium surcharge.

Did the violator act intentionally or recklessly?		Amount of Litter		Hazardous Waste?		For Commercial Purposes?		Previous Offenses	Punishment
No finding that act was intentional or reckless (Strict Liability)	&	Less than or equal to 15 pounds	&	Not Hazardous Waste	&	Not for Commercial Purposes	&	First Offense or first offense within last three years	Infraction - punishable by a fine of not more than \$100. Court may also require community service [picking up litter, if feasible] of not less than 4 nor more than 12 hours.*** Special note - the term "litter" does not include "nontoxic and biodegradable agricultural or garden products or supplies, including mulch, tree bark, and wood chips" for purposes of this particular infraction.
No finding that act was intentional or reckless (Strict Liability)	&	Less than or equal to 15 pounds	&	Not Hazardous Waste	&	Not for Commercial Purposes	&	Second or Subsequent Violation within 3 years after the date of a prior violation	Infraction - punishable by a fine of not more than \$200. Court may also require community service [picking up litter, if feasible] of not less than 8 nor more than 24 hours.*** Special note - the term "litter" does not include "nontoxic and biodegradable agricultural or garden products or supplies, including mulch, tree bark, and wood chips" for purposes of this particular infraction.
No finding that act was intentional or reckless (Strict Liability)	&	Less than or equal to 15 pounds	&	Not Hazardous Waste	&	For Commercial Purposes	&	First Offense or first offense within last 3 years	Infraction - punishable by a fine of not more than \$100. Court may also require community service [picking up litter, if feasible] of not less than 4 nor more than 12 hours. In addition, "the court <u>shall</u> order the violator to (1) Remove, or render harmless, the litter that he discarded...(2) Repair or restore property damaged by, or pay damages for any damage arising out of, his discarding litter in violation of this [statute]; or (3) Perform community public service relating to the removal of litter discarded in violation of this [statute] or to the restoration of an area polluted by litter discarded in violation of this [statute]." ***Special note - the term "litter" does not include "nontoxic and biodegradable agricultural or garden products or supplies, including mulch, tree bark, and wood chips" for purposes of this particular infraction.

Did the violator act intentionally or recklessly?		Amount of Litter		Hazardous Waste?		For Commercial Purposes?		Previous Offenses	Punishment
No finding that act was intentional or reckless (Strict Liability)	&	Less than or equal to 15 pounds	&	Not Hazardous Waste	&	For Commercial Purposes	&	Second or Subsequent violation within 3 years after the date of a prior violation	Infraction - punishable by a fine of not more than \$200. Court may also require community service [picking up litter, if feasible] of not less than 8 nor more than 24 hours. In addition, "the court shall order the violator to (1) Remove, or render harmless, the litter that he discarded...(2) Repair or restore property damaged by, or pay damages for any damage arising out of, his discarding litter in violation of this [statute]; or (3) Perform community public service relating to the removal of litter discarded in violation of this [statute] or to the restoration of an area polluted by litter discarded in violation of this [statute]." ***Special note - the term "litter" does not include "nontoxic and biodegradable agricultural or garden products or supplies, including mulch, tree bark, and wood chips" for purposes of this particular infraction.
No finding that act was intentional or reckless (Strict Liability)	&	16-500 pounds	&	Not Hazardous Waste	&	For any purpose (commercial or non-commercial)	&	First Offense or Subsequent Offense	Infraction - punishable by a fine of not more than \$200. Court may also require community service [picking up litter, if feasible] of not less than 8 nor more than 24 hours. In addition, "the court shall order the violator to (1) Remove, or render harmless, the litter that he discarded...(2) Repair or restore property damaged by, or pay damages for any damage arising out of, his discarding litter in violation of this [statute]; or (3) Perform community public service relating to the removal of litter discarded in violation of this [statute] or to the restoration of an area polluted by litter discarded in violation of this [statute]."
No finding that act was intentional or reckless (Strict Liability)	&	More than 500 pounds	&	Not Hazardous Waste	&	For any purpose (commercial or non-commercial)	&	First Offense or Subsequent Offense	Infraction - punishable by a fine of not more than \$300. Court may also require community service [picking up litter, if feasible] of not less than 16 nor more than 50 hours. In addition, "the court shall order the violator to (1) Remove, or render harmless, the litter that he discarded...(2) Repair or restore property damaged by, or pay damages for any damage arising out of, his discarding litter in violation of this [statute]; or (3) Perform community public service relating to the removal of litter discarded in violation of this [statute] or to the restoration of an area polluted by litter discarded in violation of this [statute]."

Did the violator act intentionally or recklessly?		Amount of Litter		Hazardous Waste?		For Commercial Purposes?		Previous Offenses	Punishment
Intentional or Reckless	&	Less than or equal to 15 pounds	&	Not Hazardous Waste	&	Not for Commercial Purposes	&	First Offense or first offense within last 3 years	Class 3 misdemeanor - Punishable by a fine of not less than \$250 nor more than \$1,000. Court may also require community service [picking up litter, if feasible] of not less than 8 hours nor more than 24 hours. If the violation "involves the operation of a motor vehicle, upon a finding of guilt, the court shall forward a record of the finding to the [NC Division of Motor Vehicles], which shall record a penalty of one point on the violator's drivers license."
Intentional or Reckless	&	Less than or equal to 15 pounds	&	Not Hazardous Waste	&	Not for commercial purposes	&	Second or Subsequent violation within 3 years after the date of a prior violation	Class 3 misdemeanor - Punishable by a fine of not less than \$500 nor more than \$2,000. Court may also require community service [picking up litter if feasible] of not less than 16 hours nor more than 50 hours. If the violation "involves the operation of a motor vehicle, upon a finding of guilt, the court shall forward a record of the finding to the [NC Division of Motor Vehicles], which shall record a penalty of one point on the violator's drivers license."
Intentional or Reckless	&	16-500 pounds	&	Not Hazardous Waste	&	Not for commercial purposes	&	First Offense or Subsequent Offense	Class 3 misdemeanor - Punishable by a fine of not less than \$500 nor more than \$2,000. "In addition, the court shall require the violator to perform community service [picking up litter if feasible] of not less than 24 hours nor more than 100 hours." Also, "the court shall order the violator to (1) Remove, or render harmless, the litter that he discarded...(2) Repair or restore property damaged by, or pay damages for any damage arising out of, his discarding litter in violation of this [statute]; or (3) Perform community public service relating to the removal of litter discarded in violation of this [statute] or to the restoration of an area polluted by litter discarded in violation of this [statute]." If the violation "involves the operation of a motor vehicle, upon a finding of guilt, the court shall forward a record of the finding to the [NC Division of Motor Vehicles], which shall record a penalty of one point on the violator's drivers license."

Did the violator act intentionally or recklessly?		Amount of Litter		Hazardous Waste?		For Commercial Purposes?		Previous Offenses	Punishment
Intentional or Reckless	&	More than 500 pounds	&	Not Hazardous Waste	&	Not for Commercial Purposes	&	First Offense or Subsequent Offense	<p>Class 1 Felony - Court would use Structured Sentencing for felony convictions. Regardless, G.S. 14-399 requires the court to "order the violator to (1) Remove, or render harmless, the litter that he discarded... (2) Repair or restore property damaged by, or pay damages for any damage arising out of, his discarding litter in violation of this [statute]; or (3) Perform community public service relating to the removal of litter discarded in violation of this [statute] or to the restoration of an area polluted by litter discarded in violation of this [statute]." If the violation "involves the operation of a motor vehicle, upon a finding of guilt, the court [is required to] forward a record of the finding to the [NC Division of Motor Vehicles], which shall record a penalty of one point on the violator's drivers license." Furthermore, if the violation involves a "motor vehicle, vessel, aircraft, container, crane, winch, or machine," such vehicle, vessel, etc. shall be "declared contraband and is subject to seizure and summary forfeiture to the State." If a person "sustains damages arising out of" this violation, "a court in a civil action for the damages, shall order the person to pay the injured party threefold the actual damages or [\$200], whichever amount is greater. In addition the court shall order the person to pay the injured party's court costs and attorney's fees."</p>
Intentional or Reckless	&	Any quantity	&	Not Hazardous Waste	&	For commercial purposes	&	First Offense or Subsequent Offense	<p>Class 1 Felony - Court would use Structured Sentencing for felony convictions. Regardless, G.S. 14-399 requires the court to "order the violator to (1) Remove, or render harmless, the litter that he discarded... (2) Repair or restore property damaged by, or pay damages for any damage arising out of, his discarding litter in violation of this [statute]; or (3) Perform community public service relating to the removal of litter discarded in violation of this [statute] or to the restoration of an area polluted by litter discarded in violation of this [statute]." If the violation "involves the operation of a motor vehicle, upon a finding of guilt, the court shall forward a record of the finding to the [NC Division of Motor Vehicles], which shall record a penalty of one point on the violator's drivers license." If a person "sustains damages arising out of" this violation, "a court, in a civil action for the damages, shall order the person to pay the injured party threefold the actual damages or [\$200], whichever amount is greater. In addition the court shall order the person to pay the injured party's court costs and attorney's fees." If a motor vehicle, vessel, aircraft, container, crane, winch, or machine is involved in the disposal of more than 500 pounds in litter, such motor vehicle, vessel, etc. is declared by the statute to be contraband and is subject to seizure and summary forfeiture.</p>

Did the violator act intentionally or recklessly?		Amount of Litter		Hazardous Waste?		For Commercial Purposes?		Previous Offenses	Punishment
Intentional or Reckless	&	Any quantity	&	Hazardous Waste as defined by GS 130A-290	&	For any purpose (commercial or non-commercial)	&	First Offense or Subsequent Offense	Class 1 Felony - Court would use Structured Sentencing for felony convictions. Regardless, G.S. 14-399 requires the court to "order the violator to (1) Remove, or render harmless, the litter that he discarded... (2) Repair or restore property damaged by, or pay damages for any damage arising out of, his discarding litter in violation of this [statute]; or (3) Perform community public service relating to the removal of litter discarded in violation of this [statute] or to the restoration of an area polluted by litter discarded in violation of this [statute]." If the violation "involves the operation of a motor vehicle, upon a finding of guilt, the court shall forward a record of the finding to the [NC Division of Motor Vehicles], which shall record a penalty of one point on the violator's drivers license." If a person "sustains damages arising out of" this violation, "a court, in a civil action for the damages, shall order the person to pay the injured party three-fold the actual damages or [\$200], whichever amount is greater. In addition the court shall order the person to pay the injured party's court costs and attorney's fees." If a motor vehicle, vessel, aircraft, container, crane, winch, or machine is involved in the disposal of more than 500 pounds in litter, such motor vehicle, vessel, etc. is declared by the statute to be contraband and is subject to seizure and summary forfeiture.
No finding that the act was intentional or reckless (Strict Liability)	&	Any quantity	&	Hazardous Waste as defined by GS 130A-290	&	For any purposes (commercial or non-commercial)	&	First Offense or Subsequent Offense	Class 1 Felony - Court would use Structured Sentencing for felony convictions. Regardless, G.S. 14-399 requires the court to "order the violator to (1) Remove, or render harmless, the litter that he discarded... (2) Repair or restore property damaged by, or pay damages for any damage arising out of, his discarding litter in violation of this [statute]; or (3) Perform community public service relating to the removal of litter discarded in violation of this [statute] or to the restoration of an area polluted by litter discarded in violation of this [statute]."