

**AGENDA**  
**UNION COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**Monday, April 18, 2011**  
**7:00 PM**  
**Board Room, First Floor**  
**Union County Government Center**  
**500 North Main Street**  
**Monroe, North Carolina**

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

**General Business:**

1. **Opening of Meeting (\*Estimated Time: 10 Minutes)**
  - a. Invocation
  - b. Pledge of Allegiance
  - c. Employee Recognition for April 2011
  - d. Recognition – Unionville Odyssey of the Mind Team Members
  
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. Emergency Communications: Renewal of Motorola Service Agreement (Funds for this Agreement are Included in the Budget)  
**ACTION REQUESTED:** Authorize the County Manager to approve Item 1, above, pending legal review
  
  - b. Amendment to Union County Personnel Resolution  
**ACTION REQUESTED:** Approve Amendments to the Union County Personnel Resolution, Article XII, Section 1 and Section 3, Personnel Records and Reports as proposed.
  
  - c. Minutes  
**ACTION REQUESTED:** Approve minutes of Regular Meeting of April 4, 2011
  
  - d. Budget Transfer Report for March 2011  
**ACTION REQUESTED:** Approve report
  
  - e. Report on Settlement of Lawsuits  
**ACTION REQUESTED:** Receive Report

**INFORMATION ONLY – NO ACTION REQUIRED:** Monthly Report for March 2011  
from the Department of Inspections

**Old Business:**

5. **Litter Control (From April 4, 2011, Regular Meeting) (\*Estimated Time: 15 Minutes)**  
**ACTION REQUESTED:** Direct staff to develop an ordinance to address civil penalties, in amounts approved by the Board at their April 4 meeting, for littering on public property and/or property owned by someone other than the violator, such ordinance to be brought back for consideration at a future date.

**New Business:**

6. **Police Week Proclamation (May 15 - 21) (\*Estimated Time: 10 Minutes)**  
**ACTION REQUESTED:** Consider Adoption of Proclamation and provide direction to staff regarding the request for flags to be flown half staff on all Union County Government Buildings the week of May 15-21, 2011
7. **Resolution in Support of Senate Bill 433 - Local Human Services Administration (\*Estimated Time: 10 Minutes)**  
**ACTION REQUESTED:** Consider Adoption of Resolution
8. **Announcement of Vacancies on Boards and Committees (\*Estimated Time: 10 Minutes)**
- a. Adult Care Home Community Advisory Committee
  - b. 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]
  - c. Nursing Home Advisory Committee [Members cannot have a financial connection with or have an immediate family member in a nursing home]
  - d. Parks and Recreation Advisory Committee [Vacancy for one member with a physical disability]
  - e. Home and Community Care Block Grant Advisory Committee
  - f. Board of Health [one (1) vacancy for a Dentist]
  - g. 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)]
  - h. Jury Commission (One vacancy expiring June 2011)

- 9. Appointments to Boards and Committees (\*Estimated Time: 10 Minutes)**
- a. Planning Board [Five (5) vacancies which includes two (2) regular members with terms ending April 20, 2011; two (2) unexpired terms ending April 20, 2012 and an alternate whose term expires April 20, 2011)]
  - b. Agricultural Advisory Board [One (1) Vacancy for an unexpired term ending June 2011 and two (2) Vacancies for Terms Ending June 2011)]  
**ACTION REQUESTED:** Consider appointments
- 10. County Manager's Comments**
- 11. Commissioners' Comments**



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

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

**5 YEARS OF SERVICE**

AMANDA HELMS  
REBECCA HUTSON  
JON COFFEY

**DEPARTMENT**

COMMUNICATIONS  
HEALTH  
PARKS AND RECREATION

**10 YEARS OF SERVICE**

PATRICIA GOODWIN  
CHARLES MCKOY  
JAMES HILTON  
DONNA CAUDLE  
JANET COX  
JERRY MCCLANAHAN  
GUS NICHOLS  
CINDY ORR

**DEPARTMENT**

HEALTH  
PUBLIC WORKS  
SHERIFF'S OFFICE  
SOCIAL SERVICES  
TAX ADMINISTRATION  
TAX ADMINISTRATION  
TAX ADMINISTRATION  
TAX ADMINISTRATION

**15 YEARS OF SERVICE**

BETTY KING

**DEPARTMENT**

INSPECTIONS

**25 YEARS OF SERVICE**

SUSAN PARSONS

**DEPARTMENT**

SOCIAL SERVICES

**30 YEARS OF SERVICE**

TERESA MCRORIE

**DEPARTMENT**

INFORMATION SYSTEMS

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: April 18, 2011

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

**SUBJECT: Motorola Service Agreement**

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**DEPARTMENT: Emergency  
Communications**

**PUBLIC HEARING: Yes**

**ATTACHMENT(S):**  
Motorola 2011-2012 Renewal Quote

**INFORMATION CONTACT:**  
Larry Brinker  
[Click here to enter text.](#)

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

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**DEPARTMENT'S RECOMMENDED ACTION:**

Approval of Contract and Purchase Order over \$20,000

**BACKGROUND:**

This is a renewal of the public safety conventional radio contract, along with the microwave system that serves as a network to remote locations and the infrastructure that makes up each system.

**FINANCIAL IMPACT:**

This is a 2% increase from the 2010-2011 budget. The funds for this contract have been budgeted.

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

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

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**Manager Recommendation:**

[Click here to enter text.](#)



# SERVICE AGREEMENT

Attn: National Service Support  
 1309 East Algonquin Road  
 Schaumburg, IL 60196  
 (800) 247-2346

Contract Number: S00001003129  
 Contract Modifier:  
 Supercedes Agreement(s):

Date: 01/26/2011

Company Name: UNION COUNTY Attn: Billing Address: 500 N Main St Ste 13 City, State, Zip: Monroe, NC 28112 Customer Contact: Larry Brinker Phone: (704)283-3550 Fax:
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Required P.O.: No  
 Customer # : 1011851319  
 Bill to Tag # : 0001  
 Contract Start Date: 07/01/2011  
 Contract End Date: 06/30/2012  
 Anniversary Day: Jun 30th  
 Payment Cycle: MONTHLY  
 Tax Exempt: Pays All Taxes  
 PO # :

Qty	Model/Option	Description	Monthly Ext	Extended
		***** Recurring Services *****		
2	SVC01SVC1102C SVC244AA	DISPATCH SERVICE ENH: CONVENTIONAL SITE	\$298.29	\$3,579.46
1	SVC244AA	ENH: CONVENTIONAL SITE		
15	SVC245AA	ENH: CONVENTIONAL STATION		
	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE	\$265.66	\$3,187.89
2	SVC139AA	ENH: CONVENTIONAL SITE		
1	SVC139AA	ENH: CONVENTIONAL SITE		
1	SVC139AA	ENH: CONVENTIONAL SITE		
15	SVC140AA	ENH: CONVENTIONAL STATION		
1	SVC148AA	ENH: CONVENTIONAL SYSTEM		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE	\$3,278.15	\$39,337.80
3	SVC218AA	SITES		
15	SVC219AA	STATION(S)		
	SVC02SVC0001C	SP - MICROWAVE SERVICES	\$1,148.25	\$13,779.05
1		HARRIS MICROWAVE		
	SVC01SVC2012C	INFRASTRUCTURE REPAIR	\$1,590.19	\$19,082.23
		NETWORK(S)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	\$6,580.54	\$78,966.48
Subtotal - One-Time Event Services		
Total		
Taxes	-	-
<b>Grand Total</b>	<b>\$6,580.54</b>	<b>\$78,966.48</b>
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
MOTOROLA CAROLINAS MANAGED SERVICE (DO092)	GREENVILLE	SC
WIRELESS COMMUNICATIONS INC - 0398202	CHARLOTTE	NC
WIRELESS COMMUNICATIONS INC - 0398202	CHARLOTTE	NC
WIRELESS COMMUNICATIONS INC -	CHARLOTTE	NC

0398202		
WIRELESS COMMUNICATIONS INC - 0398202	CHARLOTTE	NC

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

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AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

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MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
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MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX
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## Service Terms and Conditions

Motorola, Inc., ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

### Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

#### **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

#### **Section 7 CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8 PAYMENT**

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9 WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10 DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11 LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12 EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of

this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS

THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



## Statement of Work

### Definitions

#### 1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1 **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2 **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3 **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4 **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5 **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleetmapping is not included in Configuration Change Support.
- 1.6 **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7 **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8 **Customer:** The end-user Customer as identified in the Agreement.
- 1.9 **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10 **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11 **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12 **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13 **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14 **Feature:** A Software functionality
- 1.15 **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16 **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17 **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18 **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19 **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20 **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21 **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and

- reinstalling the Components,, and placing the Equipment back into operation.
- 1.22 MCNS: Mission Critical Network Services
  - 1.23 Motorola Software: Software whose copyright is owned by Motorola or its affiliated company
  - 1.24 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company.
  - 1.25 Notification: The point in time when the Customer contacts Motorola and requests service.
  - 1.26 Optional Feature: An additional Feature issued with a System Release that is available to Customer at additional cost.
  - 1.27 Radio Support Center (RSC): A Motorola facility which serves as Motorola's centralized location for radio repair.
  - 1.28 Response: The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
  - 1.29 Restore/Restoration/Restoral: The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
  - 1.30 Servicer: A Motorola Authorized Service Station or Motorola Field Service personnel.
  - 1.31 Severity Level: The degree of adverse impact of an issue or Event.
  - 1.32 Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
  - 1.33 Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
  - 1.34 Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
  - 1.35 Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
  - 1.36 Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
  - 1.37 Start Date: Effective start date as listed on the Agreement.
  - 1.38 System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
  - 1.39 System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
  - 1.40 System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
  - 1.41 System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
  - 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
  - 1.43 Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
  - 1.44 Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
  - 1.45 Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
  - 1.46 Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
  - 1.47 Work-around: A change in the followed procedures or data supplied by Vendor to avoid

- error without substantially impairing use of the Equipment.
- 1.48 **Work Flow:** A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

**Definitions**

*Approved by Motorola Contracts & Compliance 10-31-2006*



## Statement of Work

### OnSite Infrastructure Response and Dispatch Service

#### 1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. For Mesh system a Servicer will be dispatched only to the central site where the Mobile Integrated System Controller (MISC) is located. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive service requests.
- 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
  - 2.2.1. Characterize the issue.
  - 2.2.2. Determine a plan of action.
  - 2.2.3. Assign and track the Case to resolution.
- 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4. Ensure the required personnel have access to Customer information as needed.
- 2.5. Servicer will perform the following on-site:
  - 2.5.1. Run diagnostics on the Infrastructure or FRU.
  - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
  - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
  - 2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
  - 2.9.1. Open and closed; or
  - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to Customer.

#### 3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service Continuously.
- 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
  - 3.2.1. Case notification preferences and procedure.





- 3.2.2. Repair Verification preference and procedure.
- 3.2.3. Database and escalation procedure forms.
- 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.3. Provide the following information when initiating a service request:
  - 3.3.1. Assigned System ID number.
  - 3.3.2. Problem description and site location.
  - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicers access to Equipment.
- 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7. Maintain and store in an easily accessible location proper System backups.
- 3.8. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

**Severity Definitions Table**

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> <li>▪ Response is provided Continuously</li> <li>▪ Major System failure</li> <li>▪ 33% of System down</li> <li>▪ 33% of Site channels down</li> <li>▪ Site Environment alarms (smoke, access, temp, AC power).</li> <li>▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Significant System Impairment not to exceed 33% of system down</li> <li>▪ System problems presently being monitored</li> <li>▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Intermittent system issues</li> <li>▪ Information questions</li> <li>▪ Upgrades/Preventative maintenance</li> <li>▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>

**Response Times Table (Customer's Response Time Classification is designated in the Service Agreement)**

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Restoral	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	48 hours	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
  - Provide update **before** the specific contractual commitments come due.
- \* Note: Provide update to System Support Center **before** Deferral time comes due.



## Statement of Work

### Technical Support Service

#### 1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola,

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, Wireless Broadband and Digital In-Car Video.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
  - 2.1.1. If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, and Restoration which includes providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- 2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

#### 3.0 Customer has the following responsibilities:

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
  - 3.1.1. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
- 3.4. Validate issue resolution prior to close of the Case.



- 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.
- 3.7. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 3.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

**Severity Definitions Table**

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> <li>▪ Response is provided Continuously</li> <li>▪ Major System failure</li> <li>▪ 33% of System down</li> <li>▪ 33% of Site channels down</li> <li>▪ Site Environment alarms (smoke, access, temp, AC power).</li> <li>▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Significant System Impairment not to exceed 33% of system down</li> <li>▪ System problems presently being monitored</li> <li>▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Intermittent system issues</li> <li>▪ Information questions</li> <li>▪ Upgrades/preventative maintenance</li> <li>▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>

**Remote Technical Support Response Times Table**

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day



# Statement of Work

## SP - Microwave Services

### 1.0 Description of Services

Field Response Service provides for on-site technician Response as determined by pre-defined severity levels set forth in Table B and Response times set forth in Table A in order to Restore the System.

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Services or other applicable Agreement, the provisions of this SOW shall prevail.

### 2.0 Motorola has the following responsibilities

- 2.1 Motorola is providing Field Response Service, and will respond in accordance with this Statement of Work and Tables A and B.
- 2.2 Perform diagnostics on the Component/Field Replaceable Unit (FRU)/assembly
- 2.3 Restore the System by replacing defective Component/FRU/assembly:
  - 2.3.1 FRU and assembly will be provided by Customer
- 2.4 Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment necessary to perform the Maintenance service.

### 3.0 Customer has the following responsibilities

- 3.1 Establish and maintain a suitable environment for the Equipment and provide Motorola full, free, and safe access to the Equipment so that Motorola may provide Maintenance services.
- 3.2 Supply FRU or assembly as needed in order for Motorola to Restore the System.
- 3.3 Maintain and store any and all Software needed to Restore the System.
- 3.4 Cooperate with Motorola and perform all tasks that are reasonable or necessary to enable Motorola to provide the OnSite Infrastructure Response services to Customer.

**Table A – OnSite Response Times**

Severity Level	Response Time
Severity 1	Within 2 hours from receipt of notification
Severity 2	Within 4 hours from receipt of notification*
Severity 3	Within 24 hours from receipt of notification* * Response Times during standard business days

**Table B – Severity Definitions**

Severity Level	Problem Types
Severity 1	Major system failure 33% of System down 33% of Site channels down Site Environment Alarms (smoke, access, temp, A/C Power) Response is provided Continuously
Severity 2	Significant System Impairment Intermittent problems

	Response during Standard Business Day
Severity 3	Parts Questions Upgrades Intermittent problems System problems presently being monitored Response during Standard Business Day.



# Statement of Work

## Infrastructure Repair

### 1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

### 2.0 Motorola has the following responsibilities:

- 2.1. Provide repair return authorization numbers when requested by Customer.
- 2.2. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.3. Perform the following service on Motorola Infrastructure:
  - 2.3.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
  - 2.3.2. Replace malfunctioning FRU or Components.
  - 2.3.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
  - 2.3.4. Perform a Box Unit Test on all serviced Infrastructure.
  - 2.3.5. Perform a System Test on select Infrastructure.
- 2.4. Provide the following service on select third party Infrastructure:
  - 2.4.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
  - 2.4.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
  - 2.4.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
  - 2.4.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.5. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.3. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.6. Properly package repaired Infrastructure.
- 2.7. Ship repaired Infrastructure to the Customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges



3.0 Customer has the following responsibilities:

- 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request a return authorization number prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
    - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
    - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
    - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
    - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
  - 3.2. Properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
  - 3.3. Maintain templates of Software/applications and Firmware for re-loading of Infrastructure as set forth in paragraph 2.5.
  - 3.4. For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.
  - 3.5. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair services to Customer.
- 4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair:
1. All Infrastructure over seven (7) years from product cancellation date.
  2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
  3. Physically damaged Infrastructure.
  4. Third party Equipment not shipped by Motorola.
  5. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
  6. Video retrieval from Digital In-Car Video equipment.
  7. Test equipment.
  8. Racks, furniture and cabinets.
  9. Firmware and/or Software upgrades.





<b>ASTRO® 25 Infrastructure Exhibit</b>	<b>Inclusions, Exclusions, Exceptions and Notes</b>
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and 800 licensed series Excludes all other technologies
Base Station(s) and Repeater(s)	Includes Quantar, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quantar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub, NICE logging recorders. Excludes All other technologies
Channel Bank(s)	Includes Premisis , Telco, IMACS models 600, 800 . Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-Tac 9600, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HP VL600, HP VL800, ML850 laptop, MW800, ML900 laptop, Compaq XW4000, keyboards, mice and trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite MCC7500, MCC5500, MIP5000) as part of complete communication System – Includes: headset jacks, dual footswitches, and gooseneck microphones. Excludes : Cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, and MZC5000. Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Keyload Variable Loader	Included
Links	Includes PTP 49600 and 800 licensed series
Logging Recorder	Includes NICE Excludes All other technologies
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems



<b>ASTRO 25 Infrastructure Repair con't</b>	<b>Inclusions, Exclusions, Exceptions and Notes</b>
Network Fault Management	Includes Full Vision. Excludes NMC
Packet Data Gateway	Includes Non-Redundant, High Power Data
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GTR8000, GTR8000 HPD Receivers. Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes ST5500, ST5598, S2500-S6000
Servers	Includes: Netra 240, cPCI, HP DL360, HP ML370, hp ML110, hp TC2110, 2120 Data Collection Device Server, HP InfoVista Server. IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C,Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Switch	Avaya DFINITY PBX, S8300, S8500. Nortel Passport 7480, Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, 3Com PS40, SS1100
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.
Workstation	Included



SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital MSF5000 and MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub, NICE logging recorders Excludes All other technologies
Channel Bank(s)	Includes Premisys and Telco Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTROtac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – Includes: headset jacks, dual footswitches, and gooseneck microphones. Excludes : Cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Includes NICE Excludes All other technologies
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes ALL Sun/IMP hard drives except TLN3495A 0820 1 GB drive. Excludes the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

<b>SmartNet System Infrastructure Exhibit</b>	<b>Inclusions, Exclusions, Exceptions and</b>
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY. Network Management (Please refer to the SOW for details) is not available on all stations.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub, NICE logging recorders Excludes All other technologies
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System -- Includes: headset jacks, dual footswitches, and gooseneck microphones. Excludes : Cables
Controller - trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones. Logging Recorders and Recording Equipment	Includes NICE Excludes All other technologies
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.



Broadband Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Access Points	Includes PMP (Canopy), Mesh, MotoMesh, Meshcam, MeshTrack, Hot Zone Duo intelligent access points. Excludes all other technologies
Backhaul	Includes PMP (Canopy) and PTP (Point-to-Point Wireless) PTP 49600 and 800 licensed series Excludes all other technologies
Cables, connectors and testers	Excluded
Cameras	Includes Meshcam Excludes all other technologies, fixed black & white, color, pan tilt zoom analog, pan tilt zoom IP, fixed hybrid (IP and Analog) cameras
Cluster Management Modules (CMM)	Includes PMP (Canopy). Excludes all other technologies
Digital Video Recorder	Includes Mobile Video Enforcer Excludes all other technologies
Docking Station	Includes Mobile Video Enforcer Excludes all other technologies
GPS Synch Box	Excluded
Links	Includes PTP 49600 and 800 licensed series
Mobile Internet Switching Controller(MISC)	Excluded
Modems	Includes Mobile Video Enforcer Excludes all other technologies
Monitors	Includes Mesh, MotoMesh Excludes all other technologies
Mounting Bracket	Excluded
Multiplexers	Excluded
Network Interface Card	Excludes RAD data multiplexers
Network Switches	Includes Mesh, MotoMesh, Meshcam Excludes all other technologies
Networking Enablers	Included
Personal Tracking Device	Excludes Asymmetric DSL Broadband Gateway, Asymmetric Customer Premise Equipment, Symmetric DSL Broadband Gateway, Symmetric DSL-CPE's and accessories
Power Supply	Includes MeshTrack Excludes all other technologies
Reflector Hardware Kit	Included
Server	Excluded
Software	Included HP DL360, Mobile Video Enforcer system server Excludes all other technologies
Subscriber Modules	Excluded
Surge Suppressor/LPU	Includes, PMP (Canopy) Excludes all other technologies
UPS	Excluded
Video Recording System	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any one-site services. Excludes all batteries.
Wireless Router AC and DC Input	Includes Mobile Video Enforcer Excludes all other technologies

<b>Conventional System Infrastructure Exhibit</b>	<b>Inclusions, Exclusions, Exceptions and Notes</b>
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Quantar, Quantro, Digital MSF5000 and MTR2000 <b>ONLY</b> . Excludes MICOR and Analog MSF5000
Central Electronics Bank(s)	Includes logging recorder interface and network hub, NICE logging recorders Excluded All other technologies
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes , Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System -- Includes: headset jacks, dual footswitches, and gooseneck microphones. Excludes : Cables Excludes, Commandstar mother board CDN6271: Commandstar and Commandstar Lite are not included as a conventional system operator position but can be covered when services are purchased separately.
Dictaphones, Logging Recorders and Recording Equipment	Includes NICE Excludes All other technologies
Digital Interface Unit(s) (DIU)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Printer(s)	Includes printers that directly interface with the communications System.
Receiver(s)	Includes Quantar , MTR2000 and ASTRO-TAC receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.



Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Base Station(s) and Repeater(s)	Includes Quantar (DSS3, DBS), Digital MSF5000 (DSS2) ONLY.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Dictaphones, Logging Recorders and Recording Equipment	Includes NICE Excludes All other technologies
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Printer(s)	Includes printers that directly interface with the communications System.
Radio Network Controller	Includes One (1) RNC and One (1) RNC Console. Redundant RNC's must be quoted separately. Excludes RNC1000, NCP500, NCP2000, NCP2500 and NCP3000.
Site Data Link Modem(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.
Wireless Network Gateway	Excluded from the prime/remote site or system agreement but can be covered when services are purchased separately.



<b>PlantCML Infrastructure Exhibit Vesta Pallas, Vesta Standard(Maars/ComCentrex), Vesta Meridian and Sentinel Patriot Systems</b>	<b>Inclusions, Exclusions, Exceptions and Notes</b>
ACU (Auto Control Unit)	Includes Vesta systems only Excludes Sentinel Patriot
ARU (Alarm Reporting Unit)	Included
ALI (Automatic Location Identification) Controller	Includes Analog Station Card(s), Caller ID Board(s), Conference Board(s), DTMF Tone Receiver Board(s), Digital Station Card(s), E&M Card(s), Ground Loop Start Card(s), MF Receiver Board(s), 911 Line Card(s)
ANI (Asynchronous Network Interface) Controller	Included
BCM (Business Communication Manager)	Includes Vesta Pallas only Excludes All other technologies
Cable(s)	Excluded
CIM (Console Interface Module)	Includes Sentinel Patriot Excludes All other technologies
CRU (Call Record Unit)	Included
CIU (CAD Interface Unit)	Included
Computer(s)/Workstation	Includes computers sourced by PlantCML and sold by Motorola that directly interface with or control the PlantCML Systems. Includes, monitor, sound card, keyboards, mice and trackballs. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Controllers	Includes Vesta Standard Excludes All other technologies
DBU (Data Base Unit)	Includes Vesta Standard Excludes All other technologies
Digital Logging Recorders, Logging Recorders and Recording Equipment	Includes NICE,, Pyxis, PlantCML sourced and sold by Motorola Excludes All other technologies
Herbie	Includes Vesta systems only Excludes Sentinel Patriot
Line Boosters/Amplifier/Short haul modems	Excludes all
Modem(s)	Includes ALI modem sourced and sold by Motorola Excluded All other technologies
Modified Network LAN Switch	Included
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes Non-Certified monitors, defective or phosphor-burned cathode ray tubes CRT(s), flat panel monitors with burned in image retention and monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
MTU (Multi-line Trunk Unit)	Includes Vesta Pallas only Excludes All other technologies
Printer(s)	Includes PlantCML sourced and sold by Motorola that directly interface with the communications System.
Power Supplies, PSU (Power Supply Unit)	Includes Vesta Pallas, Vesta Standard Excluded All other technologies
RMU (Remote Maintenance Unit)	Includes Vesta Standard only Excludes All other technologies
Ring Generator(s)	Included
Routers	Included
RIS (Radio Interface Subset)	Included (note, only works with the Herbie)
Server(s), ALI	Includes Vesta servers, Sentinel Patriot Excludes All other technologies
Telephone(s)	Includes 911 and KEM administrator telephones sourced with the 911 System and sold by Motorola Excludes Nortel (Avaya) telephone sets
TIU (trunk interface unit)	Includes Vesta Standard Excludes All other technologies



<b>Console Only Infrastructure Exhibit</b>	<b>Inclusions, Exclusions, Exceptions and Notes</b>
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub, NICE logging recorders, Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI).
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles ( CommandSTAR, CommandSTAR lite, Centracom Gold Elite MCC7500, MCC5500, MIP5000, MC1000, MC2000, MC2500, MC3000) as part of complete communication System – Includes: headset jacks, dual footswitches, and gooseneck microphones and Console Interface Electronics. Excludes : Cables
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Includes NICE Excludes All other technologies
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.



<b>Digital In-Car Video Infrastructure Exhibit</b>	<b>Inclusions, Exclusions, Exceptions and Notes</b>
Cables, connectors and testers	Excluded
Cameras	Includes 22X Front Camera. Excludes rear cameras
Data Talker Wireless Transmitters	Excluded
Digital Video Recorder	Includes Base unit running DP-2 software
Data Storage Module	Included
LCD Monitor	Includes DP-1 & DP-2 versions only
Video Retrieval	It is the customer's responsibility to remove the video before sending the DSM into the Motorola Repair Depot for repair Video retrieval is a separate service and is not included as part of this SOW.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: April 4, 2011

Action Agenda Item No. 4b

(Central Admin. use only)

**SUBJECT:** Amendment to Union County Personnel Resolution

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**DEPARTMENT:** Personnel

**PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
Current and Proposed: UCPR,  
Article XII, Section 1 and Section 3,  
Personnel Records and Reports.

**INFORMATION CONTACT:**  
Mark Watson

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**TELEPHONE NUMBERS:**  
704-283-3869

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve amendments to the Union County Personnel Resolution, Article XII, Section 1 and Section 3, Personnel Records and Reports as proposed.

**BACKGROUND:** On July 10, 2010, the General Assembly enacted 2010 North Carolina Session Laws c. 169 (HB 961)(the Act). The Governor approved the Act on August 2, 2010.

The Act, which became effective on October 1, 2010, ammended G.S. 153A-98(b) regarding matters of public record for county employees and thereby has expanded the personnel information that counties must maintain and provide for public inspection and copying.

**FINANCIAL IMPACT:** N/A

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

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\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**Manager Recommendation:**

# PROPOSED

## ARTICLE XII. PERSONNEL RECORDS AND REPORTS

### SECTION 1

#### **Personnel Records Maintenance**

The following information on each County employee ~~shall be maintained and~~ is considered public information:

- a) Name
- b) Age
- c) Date of original employment or appointment to County service
- d) The terms of any contract by which the employee is employed whether written or oral, past and current, to the extent that the county has the written contract or a record of the oral contract in its possession
- e) Current position title
- f) Current salary
- g) Date and amount of ~~most recent~~ each change in salary
- h) Date and type of ~~most recent~~ each promotion, demotion, transfer, suspension, separation, or other change in position classification
- i) Date and general description of the reasons for each promotion
- j) Date and type of each dismissal, suspension or demotion for disciplinary reasons taken by the county. If the disciplinary action was a dismissal, a copy of the written notice of the final decision of the county setting forth the specific acts or omissions that are the basis of the dismissal.
- k) The office to which the employee is currently assigned.

### SECTION 2

#### **Access to Personnel Records**

As required by NCGS Sec. 153A-98, any person may have access to the information listed in Section 1 of this article for the purpose of inspection, examination, and copying during the regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Board of Commissioners may adopt. Access to such information shall be governed by the following provisions:

- a) All disclosures of records shall be accounted for by keeping a written record (except for authorized persons processing personnel actions) of the following information: Name of employee, information disclosed, date information was requested, name and address of the person to whom the disclosure is made. This information must be retained for a period of two years.

# PROPOSED

- b) Upon request, records of disclosure shall be made available to the employee to whom it pertains.
- c) An individual examining a personnel record may copy the information;

## SECTION 3

### **Confidential Information**

The County does not furnish employee name and address lists.

All information contained in a County employee's personnel file, other than the information listed in Section 1 of this article, will be maintained as confidential in accordance with the requirement of NCGS Sec. 153A-98 and shall be open to public inspection only in the following instances:

- a) The employee or his/her duly authorized agent may examine all portions of his/her personnel file, EXCEPT
  - 1) letters of reference solicited prior to employment
  - 2) information concerning a medical disability, mental or physical, that a prudent physician would not divulge to his/her patient.
- b) A licensed physician designated in writing by the employee may examine the employee's medical records.
- c) A County employee having supervisory authority over the employee may examine all materials in the employee's personnel file.
- d) By order of a court of competent jurisdiction, any person may examine all material in the employees personnel file as may be ordered by the court.
- e) An official of any agency of the State or Federal government, or any political subdivision of the State may inspect any portion of a personnel file when such information is deemed necessary and essential to the pursuance of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee or for the purpose of assisting in an investigation of the employees tax liability as provided for in NCGS 153A-98. However, the name, address, and telephone number from a personnel file may be released for the purpose of assisting in a criminal investigation.
- f) As otherwise permitted by NCGS 153A-98.
- g) Each individual requesting access to confidential information will be required to submit satisfactory proof of identity.

# PROPOSED

- h) A record shall be made of each disclosure and place in the employee's file (except disclosures to the employee and the supervisor).

## SECTION 4

### **Records of Former Employees**

The provisions for access to records apply to former employees as they apply to present employees.

## SECTION 5

### **Remedies of Employees Objecting to Material in File**

An employee who objects to material in his/her file may place in their file a statement relating to the material he/she considers to be inaccurate or misleading. The employee may seek the removal of such material in accordance with the established grievance procedures (Article VIII).

## SECTION 6

### **Penalty for Permitting Access to Confidential File by Unauthorized Person**

General Statute 153A-98 provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined in an amount not to exceed five hundred dollars (\$500.00).

## SECTION 7

### **Penalty for Examining and/or Copying Confidential Material without Authorization**

General Statute 153A-98 provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file, shall be guilty of a misdemeanor and upon conviction shall be fined in the discretion of the Court in an amount not to exceed five hundred dollars (\$500.00).

# CURRENT

## ARTICLE XII. PERSONNEL RECORDS AND REPORTS

### SECTION 1

#### **Personnel Records Maintenance**

The following information on each County employee shall be maintained and is considered public information:

- a) Name;
- b) age;
- c) date of original employment or appointment to County service;
- d) current position title;
- e) current salary;
- f) date and amount of most recent change in salary;
- g) date of most recent promotion, demotion, transfer, suspension, separation, or other change in position classification; and
- h) office to which the employee is currently assigned.

### SECTION 2

#### **Access to Personnel Records**

As required by NCGS Sec. 153A-98, any person may have access to the information listed in Section 1 of this article for the purpose of inspection, examination, and copying during the regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Board of Commissioners may adopt. Access to such information shall be governed by the following provisions:

- a) All disclosures of records shall be accounted for by keeping a written record (except for authorized persons processing personnel actions) of the following information: Name of employee, information disclosed, date information was requested, name and address of the person to whom the disclosure is made. This information must be retained for a period of two years.
- b) Upon request, records of disclosure shall be made available to the employee to whom it pertains.
- c) An individual examining a personnel record may copy the information;

# CURRENT

## SECTION 3

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The County does not furnish employee name and address lists.

All information contained in a County employee's personnel file, other than the information listed in Section 1 of this article, will be maintained as confidential in accordance with the requirement of NCGS Sec. 153A-98 and shall be open to public inspection only in the following instances:

- a) The employee or his/her duly authorized agent may examine all portions of his/her personnel file, EXCEPT
  - 1) letters of reference solicited prior to employment
  - 2) information concerning a medical disability, mental or physical, that a prudent physician would not divulge to his/her patient.
- b) A licensed physician designated in writing by the employee may examine the employee's medical records.
- c) A County employee having supervisory authority over the employee may examine all materials in the employee's personnel file.
- d) By order of a court of competent jurisdiction, any person may examine all material in the employees personnel file.
- e) An official of any agency of the State or Federal government, or any political subdivision of the State may inspect any portion of a personnel file when such information is deemed necessary and essential to the pursuance of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee or for the purpose of assisting in an investigation of the employees tax liability as provided for in NCGS 153A-98.
- f) Each individual requesting access to confidential information will be required to submit satisfactory proof of identity.
- g) A record shall be made of each disclosure and place in the employee's file (except disclosures to the employee and the supervisor).

## SECTION 4

### **Records of Former Employees**

The provisions for access to records apply to former employees as they apply to present employees.

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### **Remedies of Employees Objecting to Material in File**

An employee who objects to material in his/her file may place in their file a statement relating to the material he/she considers to be inaccurate or misleading. The employee may seek the removal of such material in accordance with the established grievance procedures (Article VIII).



# CURRENT

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General Statute 153A-98 provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined in an amount not to exceed five hundred dollars (\$500.00).

## SECTION 7

### **Penalty for Examining and/or Copying Confidential Material without Authorization**

General Statute 153A-98 provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file, shall be guilty of a misdemeanor and upon conviction shall be fined in the discretion of the Court in an amount not to exceed five hundred dollars (\$500.00).

**March 2011 Budget Transfers Report**

04/04/2011 15:51 |MUNIS - LIVE  
|JOURNAL INQUIRY

|PG 1  
|qlcjeiq

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
2011 09 179 BUA 03/03/2011 03/09/2011 LIT 1803helc 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	55559200	5570	571	LIT69			ADD. LEGAL COST -PURCHASE	5,000.00		
55	-70-5-592-00-5570			-571			LAND AND IMPROVEMENTS			
2	55559200	5586	548	LIT69			ADD. LEGAL COST -PURCHASE		5,000.00	
55	-70-5-592-00-5586			-548			BLDG & IMPR-ARCHITECT CONTRACT			
** JOURNAL TOTAL					0.00			0.00		

School Bond Fund 55 - LIT to adjust allocation of appropriation from the School Bond Administration account to the Sun Valley High School Land purchase account to cover legal expenditures associated with the purchase, per UCPS request.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
2011 09 180 BUA 03/04/2011 03/09/2011 LIT 1803helc 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	64571400	5595	MS005	LIT68			ADD. WORK TALLWOOD ESTATES	3,150.00		
64	-90-5-714-00-5595			-MS005			CONSTRUCTION			
2	64571400	5594	SW004	LIT68			ADD. WORK TALLWOOD ESTATES		3,150.00	
64	-90-5-714-00-5594			-SW004			ARCHITECTURAL & ENGINEERING			
** JOURNAL TOTAL					0.00			0.00		

Water & Sewer Capital Project Fund - CPO to adjust allocation of appropriation from the West Union School project to the Miscellaneous Sewer, Tallwood Inflow and Infiltration project.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
2011 09 212 BUA 03/07/2011 03/09/2011 CPO144 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	41559200	5630	S02	CPO144	CPO 144		ApprDebtRsrvFds&AllocBondS		202,396.00	
41	-70-5-592-00-5630			-S02			PAYMENTS TO OTHER GOV UNITS			
2	41559200	5630	BS05	CPO144	CPO 144		ApprDebtRsrvFds&AllocBondS	202,396.00		
41	-70-5-592-00-5630			-BS05			PAYMENTS TO OTHER GOV UNITS			
3	55559200	5580	BS05	CPO144	CPO 144		ApprDebtRsrvFds&AllocBondS	3,011,765.00		
55	-70-5-592-00-5580			-BS05			BUILDINGS AND IMPROVEMENTS			
4	55559200	5586	548	CPO144	CPO 144		ApprDebtRsrvFds&AllocBondS	180,000.00		
55	-70-5-592-00-5586			-548			BLDG & IMPR-ARCHITECT CONTRACT			
5	55559200	5586	559	CPO144	CPO 144		ApprDebtRsrvFds&AllocBondS		7,121.00	
55	-70-5-592-00-5586			-559			BUILDINGS AND IMPROVEMENTS			
6	55559200	5586	563	CPO144	CPO 144		ApprDebtRsrvFds&AllocBondS		297,886.00	
55	-70-5-592-00-5586			-563			BUILDINGS AND IMPROVEMENTS			
7	55559200	5586	529	CPO144	CPO 144		ApprDebtRsrvFds&AllocBondS		32.00	
55	-70-5-592-00-5586			-529			BUILDINGS AND IMPROVEMENTS			

General CPO Fund - CPO to adjust allocation of appropriation from FY08 capital outlay account to the FY11 capital expenditures account. - and - School Bond Fund 55 - CPO for appropriation of funds previously transferred from the Debt Service Reserve Fund and allocation of Bond Project Savings as identified by UCPS.

Meeting Date: 4-18-2011

Agenda Item #: 4A

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
2011 09 212 BUA 03/07/2011 03/09/2011 CPO144 1 N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
08	55559200	5586	557	CPO144	CPO 144		ApprDebtRsrvFds&AllocBonds	248,235.00		
55	-70-5-592-00-5586	-557					BUILDINGS AND IMPROVEMENTS			
09	55559200	5586	511	CPO144	CPO 144		ApprDebtRsrvFds&AllocBonds	6,200.00		
55	-70-5-592-00-5586	-511					BUILDINGS AND IMPROVEMENTS			
10	55559200	5586	542	CPO144	CPO 144		ApprDebtRsrvFds&AllocBonds	469.00		
55	-70-5-592-00-5586	-542					BLDG & IMPR-ARCHITECT CONTRACT			
11	55559200	5586	543	CPO144	CPO 144		ApprDebtRsrvFds&AllocBonds	702.00		
55	-70-5-592-00-5586	-543					BLDG & IMPR-ARCHITECT CONTRACT			
12	55559200	5586	544	CPO144	CPO 144		ApprDebtRsrvFds&AllocBonds	2,013.00		
55	-70-5-592-00-5586	-544					BLDG & IMPR-ARCHITECT CONTRACT			
13	55559200	5586	564	CPO144	CPO 144		ApprDebtRsrvFds&AllocBonds	16,903.00		
55	-70-5-592-00-5586	-564					BUILDINGS AND IMPROVEMENTS			
14	55559200	5586	561	CPO144	CPO 144		ApprDebtRsrvFds&AllocBonds	346,262.00		
55	-70-5-592-00-5586	-561					BUILDINGS AND IMPROVEMENTS			
15	55559200	5586	562	CPO144	CPO 144		ApprDebtRsrvFds&AllocBonds	519,400.00		
55	-70-5-592-00-5586	-562					BUILDINGS AND IMPROVEMENTS			
16	55559200	5586	569	CPO144	CPO 144		ApprDebtRsrvFds&AllocBonds	145,645.00		
55	-70-5-592-00-5586	-569					BUILDINGS AND IMPROVEMENTS			
17	55559200	5586	568	CPO144	CPO 144		ApprDebtRsrvFds&AllocBonds	55,241.00		
55	-70-5-592-00-5586	-568					BUILDINGS AND IMPROVEMENTS			
18	55559200	5586	567	CPO144	CPO 144		ApprDebtRsrvFds&AllocBonds	60,380.00		
55	-70-5-592-00-5586	-567					BUILDINGS AND IMPROVEMENTS			
19	55559200	5920	530	CPO144	CPO 144		ApprDebtRsrvFds&AllocBonds	1,304,184.00		
55	-70-5-592-00-5920	-530					CONTINGENCY			
20	55498000	4015		CPO144	CPO 144		ApprDebtRsrvFds&AllocBonds	181,092.00		
55	-98-4-980-00-4015	-					IFT FROM DEBT RESERVE FUND			
21	41	393500		CPO144	CPO 144			202,396.00		1
41	-393500-						BUDGET APPROPRIATIONS CONTROL			
22	55	393500		CPO144	CPO 144			181,092.00		1
55	-393500-						BUDGET APPROPRIATIONS CONTROL			
23	55	393400		CPO144	CPO 144			181,092.00		1
55	-393400-						BUDGET ESTIM REVENUE CONTROL			
24	41	393000		CPO144	CPO 144			202,396.00		1
41	-393000-						BUDGET FUND BAL UNRESERVED			
25	41	393500		CPO144	CPO 144			202,396.00		1
41	-393500-						BUDGET APPROPRIATIONS CONTROL			
26	41	393000		CPO144	CPO 144			202,396.00		1
41	-393000-						BUDGET FUND BAL UNRESERVED			
**	JOURNAL TOTAL				585,884.00		585,884.00			

CPO 144 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
2011 09 374 BUA 03/07/2011 03/15/2011 BA 1803helc 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10543500	5299				BA28	APPROP GEN FUND DEMOL STRU	12,390.00		
10	-20-5-435-00-5299						MISCELLANEOUS			
2	10592000	5920				BA28	APPROP GEN FUND DEMOL STRU		12,390.00	
10	-92-5-920-00-5920						CONTINGENCY			
** JOURNAL TOTAL					0.00		0.00			

General Fund - BA to appropriate General Fund Contingency for the demolition of two structures from the Inspection Department program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
2011 09 376 BUA 03/07/2011 03/15/2011 BA 1803helc 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553160	5399	1509			BA29	FED FUNDS DSS ASSISTANCE P	93,000.00		
10	-60-5-531-60-5399				-1509		PUBLIC ASSISTANCE			
2	10453160	4340	1509			BA29	FED FUNDS DSS ASSISTANCE P		93,000.00	
10	-60-4-531-60-4340				-1509		FED GRANT-LOW INCOME EA BG			
3	10	393500				BA29			93,000.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	10	393400				BA29		93,000.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					93,000.00		93,000.00			

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 09 582 BUA 03/21/2011 03/23/2011 BA 1803helc 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551150	5239	1324			BA30	ADD, FED, FUNDS FAMILY PLA	1,450.00		
10	-60-5-511-50-5239				-1324		MEDICAL SUPPLIES AND EQUIPMENT			
2	10451150	4344	1324			BA30	ADD, FED, FUNDS FAMILY PLA		1,450.00	
10	-60-4-511-50-4344				-1324		FED GRANT-BLOCK GRANT-FP			
3	10	393500				BA30			1,450.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	10	393400				BA30		1,450.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					1,450.00		1,450.00			

General Fund - BA to appropriate additional federal funds for the Public Health, Family Planning program budget.

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	09	583	BUA 03/21/2011	03/23/2011	BA	1803he1c		1N	Hist	2011	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB	
-----											
1	10451154	4413	1392	<u>BA31</u>			ADD. STATE FUNDS ENVIRO HL		17,972.00		
10	-60-4-511-54-4413			-1392			ST GRANT-NC DEPT EHNR				
2	10551154	5199	1392	BA31			ADD. STATE FUNDS ENVIRO HL	17,972.00			
10	-60-5-511-54-5199			-1392			PROJECT CODE BUDGET ADJUSTMENT				
3	10	393500		BA31					17,972.00	1	
10	-393500-						BUDGET APPROPRIATIONS CONTROL				
4	10	393400		BA31				17,972.00		1	
10	-393400-						BUDGET ESTIM REVENUE CONTROL				
** JOURNAL TOTAL					17,972.00		17,972.00				

General Fund - BA to appropriate additional State funds for the Public Health, Environmental Health-State program budget.

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	09	584	BUA 03/17/2011	03/23/2011	LIT	1803he1c		1N	Hist	2011	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB	
-----											
1	10541620	5357		<u>LIT72</u>			SURVEILLANCE SYS INSTALL	6,729.00			
10	-10-5-416-20-5357			-			IDC-PROP MGNT OPER CHARGES				
2	10541620	5410		LIT72			SURVEILLANCE SYS INSTALL		6,729.00		
10	-10-5-416-20-5410			-			RENTAL OF REAL PROPERTY				
** JOURNAL TOTAL					0.00		0.00				

General Fund - LIT to adjust budget accounts to cover costs of surveillance system installation at the new office location for the Court Facility, Adult Probation program budget.

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	09	585	BUA 03/17/2011	03/23/2011	LIT	1803he1c		1N	Hist	2011	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB	
-----											
1	10542621	5580	ZDIR	<u>LIT73</u>			SURVEILLANCE SYS INSTALL	6,729.00			
10	-10-5-426-21-5580			-ZDIR			BUILDINGS AND IMPROVEMENTS				
2	10542621	5800		LIT73			SURVEILLANCE SYS INSTALL		6,729.00		
10	-10-5-426-21-5800			-			IDC-PM CAPITAL COSTS				
** JOURNAL TOTAL					0.00		0.00				

General Fund - LIT to adjust budget accounts for the initial charge and interdepartmental charge-out of the surveillance system installation at the new Adult Probation office location within the General Services, Interdepartmental Charge program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2011 09 586 BUA 03/22/2011 03/23/2011 LIT 1803helc 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	55559200	5580	BS05	<u>LIT71</u>			TRANSFER FUNDS BOND TO CAP	115,000.00		
55	-70-5-592-00-5580			-BS05			BUILDINGS AND IMPROVEMENTS			
2	55559200	5586	548	LIT71			TRANSFER FUNDS BOND TO CAP		115,000.00	
55	-70-5-592-00-5586			-548			BLDG & IMPR-ARCHITECT CONTRACT			
** JOURNAL TOTAL					0.00		0.00			

School Bond Fund 55 - LIT to adjust allocation of appropriation from the School Bond Administration account to the FY11 capital expenditures account, per UCPS request.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2011 09 746 BUA 03/28/2011 04/01/2011 LIT 1803helc 1N Hist 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	61511103	5393		<u>LIT74</u>			FUNDS FOR TEMPORARY STAFF	11,384.00		
61	-90-5-111-03-5393			-			TEMPORARY HELP SERVICES			
2	61511103	5381		LIT74			FUNDS FOR TEMPORARY STAFF		11,384.00	
61	-90-5-111-03-5381			-			PROFESSIONAL SERVICES			
** JOURNAL TOTAL					0.00		0.00			

Water and Sewer Operating Fund - LIT to adjust budget accounts for temporary help services within the Administration Division program budget.

\*\* GRAND TOTAL 698,306.00 698,306.00

11 Journals printed

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

*Perry, Bundy, Plyler, Long & Cox, L.L.P.*

*Attorneys at Law*

316 N. HAYNE STREET  
MONROE, NORTH CAROLINA 28112

*Mailing Address:*

P. O. BOX 7  
MONROE, NC 28111-0007

**AGENDA ITEM**

#

4e

**MEETING DATE**

4-18-11

TELEPHONE

(704) 289-2519

(704) 283-1590

REAL ESTATE FAX

(704) 282-0105

GENERAL FAX

(704) 261-0083

DONALD C. PERRY *Retired*  
H. LIGON BUNDY  
DALE ANN PLYLER\*  
RICHARD G. LONG, JR.\*†  
MELANIE D. COX  
CHRISTOPHER COX

\*CERTIFIED FAMILY FINANCIAL MEDIATOR

†BOARD CERTIFIED SPECIALIST IN FAMILY LAW

\*CERTIFIED PARENTING COORDINATOR

April 7, 2011

Hand-delivered

Cynthia A. Coto  
Union County Manager  
500 North Main Street  
Monroe, NC 28112

***Re: (1) Edward P. Bowers, Trustee v. Union County, NC and Union County Public Works Case No. 09-31456 – pending in United States Bankruptcy Court Western Division***

***(2) William J. Nolan, III, Louise Hemphill-Nolan, and Hemphill Nolan Realty Group v. Union County, North Carolina, and Union County Public Works – 08 CVS 03965 – pending in Union County Superior Court***

Dear Ms. Coto:

I am writing to report to you the settlement of two legal actions that were pending against Union County concerning wastewater treatment.

In December of 2008, William J. Nolan and others filed a lawsuit against Union County and Union County Public Works in Union County Superior Court, File Number 08 CVS 3965. In that lawsuit, Plaintiffs were seeking a court order, requiring that Union County transfer sewer allocation that had been allocated to one tract of land that Mr. Nolan was attempting to develop to a different tract of land that Mr. Nolan was seeking to develop. After the lawsuit was filed, the Plaintiffs filed bankruptcy and the matter has remained pending in court.

The second lawsuit was filed by Edward P. Bowers, Trustee in the Nolan Bankruptcy in the Bankruptcy Court for the Western District of North Carolina, File Number 09-31456. In that lawsuit, the trustee was seeking a declaration from the Bankruptcy Court that the trustee was entitled to 72 sewer taps for use with regards to the Union County sewer system. It was alleged in the lawsuit that Union County had previously contracted with an entity known as Reunion Land Company for the County to furnish the sewer taps to Reunion. The trustee contended that Reunion Land Company had assigned its rights to the sewer taps to Nolan, and the trustee was attempting to enforce Reunion Land's rights to the sewer taps under the assignment.

Ms. Cynthia A. Coto  
Page 2  
April 6, 2011

Union County has settled these claims under a document entitled "Settlement and Release Agreement", the original of which I am enclosing herewith. Under this settlement agreement, Union County has agreed that Reunion Land Company is entitled to the 72 sewer taps under the agreement between Union County and Reunion Land Company. The settlement agreement further recognizes the right for the Nolan Bankruptcy Trustee to purchase these sewer taps from Reunion Land Company in the future. The settlement agreement further provides for a mechanism for Reunion Land and the Trustee to notify the County as taps are purchased, so the County can keep track of who is entitled to the sewer taps.

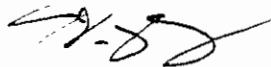
In addition to the settlement and release agreement enclosed with this letter, I am enclosing a copy of the order entered by the Bankruptcy Court that approves the settlement and dismisses the Bankruptcy Court lawsuit. Also enclosed is a copy of the notice of voluntary dismissal with prejudice, which dismisses the lawsuit pending in Union County Superior Court that was filed by Mr. Nolan in 2008.

It would be appreciated if you would report the settlement of these claims to the Board of Commissioners in the next agenda package.

Please let me know if you have any questions concerning these matters.

Sincerely,

**PERRY, BUNDY, PLYLER, LONG & COX LLP**



H. Ligon Bundy

HLB/tam  
enclosures  
cc: Mr. Jeff Crook  
Mr. Edward Goscicki



## SETTLEMENT AND RELEASE AGREEMENT

**THIS SETTLEMENT AND RELEASE AGREEMENT** (this "Agreement") is made and entered by **EDWARD P. BOWERS**, chapter 11 Bankruptcy Trustee for William Joseph Nolan, III and Martha Louise Hemphill-Nolan and the trustee for the Marvin-Waxhaw Associates/Nolan Liquidating Trust (the "Plaintiff"), and **UNION COUNTY**, a political subdivision of the State of North Carolina (the "Defendant"). **REUNION LAND COMPANY LIMITED PARTNERSHIP**, a North Carolina limited partnership ("Reunion"), joins in this Agreement for the purposes set forth in the **ACKNOWLEDGMENT AND CONSENT OF REUNION LAND COMPANY** attached hereto. Plaintiff and Defendant are collectively referred to as the "Parties."

### RECITALS

**WHEREAS**, on March 25, 1993, Defendant sent a letter to Willie Rea ("Rea"), a principal of Reunion, offering to provide Reunion, subject to certain conditions precedent, rights to seventy-two (72) sewer connections / capacity fees / impact fees to be applied within the Six-Mile Creek Basin of Union County, and transferable as Reunion deems appropriate (the "Transferable Taps"), in exchange for, among other things, Reunion transferring WWTP and NPDES permits to Defendant, paying the labor cost of installing a sanitary sewer line and dedicating a parcel of real property large enough to accommodate a wastewater treatment facility to Defendant (the "1993 Offer");

**WHEREAS**, all conditions precedent to the 1993 Offer were waived by Defendant or were satisfied and Reunion timely and satisfactorily completed all performance required to accept the 1993 Offer, thereby establishing Reunion's right to employ the Transferable Taps (the "Interest in the Transferable Taps");

**WHEREAS**, in or around October 2008, Reunion entered into a purchase agreement (the "Purchase Agreement," attached as Exhibit A) with William Joseph Nolan, III ("Nolan") and an entity controlled by Nolan whereby Reunion transferred its Interest in the Transferable Taps to Nolan subject to Nolan's payment of prescribed amounts to Reunion, according to a payment schedule set forth in the Purchase Agreement;

**WHEREAS**, on December 1, 2008, Nolan and an entity controlled by Nolan initiated an unrelated lawsuit against Defendant in Union County Superior Court, case number 08 CVS 3965, seeking to have sewer capacity treatment that was allocated on one tract of land transferred to another tract of land, neither of which tracts are or were owned by Nolan (the "Unrelated State Court Action");

**WHEREAS**, on June 5, 2009, Nolan filed a voluntary chapter 11 bankruptcy petition, initiating bankruptcy case number 09-31456;

**WHEREAS**, Plaintiff was duly appointed by the United States Bankruptcy Court for the Western District of North Carolina (the "Court") to serve as the chapter 11 trustee for Nolan's bankruptcy case;

**WHEREAS**, Plaintiff became aware of the possibility that Defendant would not honor the Interest in the Transferable Taps conveyed under the Purchase Agreement;

**WHEREAS**, on September 30, 2010, Plaintiff initiated an adversary proceeding with the Court against the Defendant and the Union County Public Works Department, case number 10-03257 (the "Adversary Proceeding"), seeking a declaration that Nolan's bankruptcy estate owned the Interest in the Transferable Taps;

**WHEREAS**, on September 29, 2010, Plaintiff filed his *Plan of Liquidation of Marvin-Waxhaw Associates, LLC and William Joseph Nolan, III and Martha Louise Hemphill-Nolan* (the "Plan"), whereby all valuable property of Nolan's bankruptcy estate would be transferred to a liquidating trust controlled by Plaintiff (the "Liquidating Trust"), established for the purpose of selling such property for the benefit of Nolan's creditors;

**WHEREAS**, on January 20, 2011, the Court entered an order confirming the Plan, pursuant to which the rights governed by the Purchase Agreement, the Unrelated State Court Action, and the Adversary Proceeding would be deemed transferred to the Liquidating Trust as of February 4, 2011;

**WHEREAS**, the Plaintiff asserts that the Interest in the Transferable Taps is valuable property of the Liquidating Trust; and

**WHEREAS**, through their respective counsel, the Parties have negotiated and agreed to resolve the Adversary Proceeding, pursuant to the terms of this Agreement.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the Recitals and mutual covenants contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **Settlement Terms.** The terms of the Parties' settlement are as follows:
  - (a) Defendant hereby acknowledges Reunion's presently existing and fully enforceable Interest in the Transferable Taps, non-contingent on any future performance or payment on behalf of Reunion or any of Reunion's insurers, agents, assigns, successors, servants, employees, officers, directors, shareholders, representatives or attorneys, except as otherwise provided herein;
  - (b) Defendant further recognizes the execution of the Purchase Agreement, whereby Reunion agreed to sell, assign, transfer and deliver any and all Interest in the Transferable Taps to Nolan for the purchase price described therein;
  - (c) Plaintiff agrees that, in order to ultimately utilize the Interest in the Transferable Taps, Plaintiff shall notify Defendant upon Plaintiff's payment to Reunion under the Purchase Agreement, by delivering to

Defendant written notice, in a form substantially similar to Exhibit B of this Agreement, executed by both Reunion and Plaintiff (or a successor-in-interest to Plaintiff); and

- (d) Plaintiff, upon execution of this Agreement and subject to Court approval, hereby agrees to file with Union County Superior Court a stipulation of voluntary dismissal with prejudice of the Unrelated State Court Action.

**2. Court Approval.** The terms and provisions of this Agreement shall be subject to the approval of the Court. The Parties agree to seek, pursuant to Bankruptcy Rule 9019, approval of this Agreement and the settlement set forth herein. Plaintiff shall prepare a motion seeking the entry of an Order: (a) approving this Agreement as fair, reasonable, and adequate, and directing consummation of the terms of this Agreement in accordance with its terms and provisions; and (b) implementing all other terms and conditions of this Agreement.

**3. Dismissal of the Adversary Proceeding.** Unless the Adversary Proceeding is closed by the Court, promptly upon entry of the Final Order, Plaintiff, by and through his attorneys, shall file a stipulation of dismissal with prejudice of all claims asserted in the Adversary Proceeding, each party to the Adversary Proceeding to bear its own costs, including, without limitation, attorneys' fees.

**4. Availability of Water and Sewer Permits.** The Parties hereby acknowledge that county governments in North Carolina obtain sewer and water permits and approvals from government agencies of the State of North Carolina, particularly the North Carolina Department of Environment and Natural Resources. The terms and provisions of this Agreement shall be subject to the availability of water and sewer permits from the State, and the State's willingness to issue such permits to Defendant on account of the Interest in the Transferable Taps.

**5. Area Where Transferable Taps May be Used.** The Parties acknowledge and agree that the Transferable Taps may be used only within the Six Mile basin of Union County, as shown on the map, attached hereto as Exhibit C.

**6. Applicability of Intervening Union County Policies.** The Parties agree that no policy adopted by Defendant shall be applied to defeat the rights of Reunion or Plaintiff to transfer the Transferable Taps anywhere within the Six Mile Creek basin of Union County, or to use the Taps with respect to any property within the Six Mile Creek basin of Union County. Provided, however, the use of the Transferable Taps shall be subject to the availability of sewer treatment capacity and existing sewer infrastructure owned by Defendant. Defendant shall have no obligation to build or expand sewer infrastructure (including, but not limited to, sewer lines, pump stations or sewer treatment plants) in order to accommodate the use of the Transferable Taps.

**7. Representations and Warranties of Defendant.** Defendant, on its own behalf, represents and warrants to Plaintiff as follows:

- (a) Defendant has all necessary power, authority and legal capacity to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly executed and delivered by Defendant and, assuming due authorization, execution and delivery by the other parties hereto, constitutes the legal, valid, and binding obligation of Defendant enforceable against it in accordance with its terms.
- (b) Defendant represents that it has reviewed all aspects of this Agreement, that it has carefully read and fully understands all the provisions of this Agreement, that it has had a full opportunity to consult with legal counsel of its own choice concerning the matters set forth in this Agreement and that it has consulted with such counsel to the extent deemed appropriate in order to fully understand the terms, conditions, purpose, and effect of this Agreement.

**8. Representations and Warranties of Plaintiff.** Plaintiff represents and warrants to Defendant as follows:

- (a) Plaintiff has all necessary power, authority and legal capacity to execute and deliver this Agreement on behalf of Nolan's bankruptcy estate and the Liquidating Trust and to perform his obligations hereunder subject to approval by the Court. This Agreement has been duly and validly executed and delivered by Plaintiff and, assuming due authorization, execution and delivery by the other parties hereto, constitutes the legal, valid, and binding obligation of Plaintiff enforceable against the Liquidating Trust in accordance with its terms upon approval by the Court.
- (b) Plaintiff represents that he has reviewed all aspects of this Agreement, that Plaintiff has carefully read and fully understands all the provisions of this Agreement, that Plaintiff has had a full opportunity to consult with legal counsel of his own choice concerning the matters set forth in this Agreement and that Plaintiff has consulted with such counsel to the extent deemed appropriate in order to fully understand the terms, conditions, purpose, and effect of this Agreement.

**9. Mutual Releases.**

- (a) Plaintiff and his respective heirs, successors, and assigns hereby release and discharge Defendant and its respective directors, officers, employees, representatives, and agents, and their respective heirs, successors, and assigns, from any and all obligations, liabilities, damages, claims, causes of action, losses, damages, costs, expenses, and attorneys' fees of every

kind and nature, in law or in equity which Plaintiff may now have or claim to have, jointly or severally, known or unknown, relating to the Adversary Proceeding or the Unrelated State Court Action. Notwithstanding this release, nothing herein shall release Defendant's obligations under this Agreement.

- (b) Defendant and its respective successors and assigns hereby release and discharge Plaintiff and his respective heirs, successors, and assigns from any and all obligations, liabilities, damages, claims, causes of action, losses, damages, costs, expenses, and attorneys' fees of every kind and nature, in law or in equity which Defendant may now have or claim to have, jointly or severally, known or unknown, relating to the Adversary Proceeding or the Unrelated State Court Action. Notwithstanding this release, nothing herein shall release Plaintiff's obligations under this Agreement.

**10. Entire Agreement.** This Agreement is a full settlement of the claims between the Parties in the Adversary Proceeding and contains the entire agreement of the Parties and supersedes all previous and contemporaneous agreements, negotiations and understandings, whether written or oral. This Agreement shall inure to the benefit of and shall bind the predecessors, successors and assigns of the Parties, and each of them. This Agreement may be modified only by a written agreement, signed by the Parties, expressly modifying this Agreement.

**11. Acknowledgement.** The Parties represent that they have had adequate opportunity to consider the terms of this Agreement, and that this Agreement is being entered into of their own free will, and not based on any coercion or inducements made by the other party. Each party has been represented by counsel in negotiating this Agreement.

**12. Governing Law.** This Agreement shall be enforced and interpreted according to the laws of the State of North Carolina excluding any choice of law rule, which would direct the application of the law of any other jurisdiction.

**13. Negotiated Settlement Agreement; Severability.** This Agreement has been negotiated between the Parties. The headings in this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation hereof. In the event of any dispute over the interpretation of this Agreement, there shall be no rule of construction requiring that the Agreement be construed in favor of or against either of the Parties. In case any one or more provisions of this Agreement shall be invalid, illegal and unenforceable in any respect, the validity, legality and enforceability of the remaining provisions in this Agreement will not in any way be affected or impaired thereby.

**14. Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date(s) indicated.

**PLAINTIFF:**

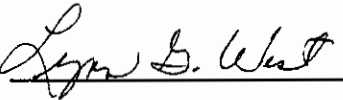
**Edward P. Bowers, as and only as Trustee  
for the Marvin-Waxhaw Associates/Nolan  
Liquidating Trust and the Bankruptcy  
Estate of William J. Nolan, III and Martha  
Louise Hemphill-Nolan**

  
\_\_\_\_\_

3/3/11  
DATE

**ATTEST**

**UNION COUNTY**

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

By:   
\_\_\_\_\_  
Cynthia A. Coto, County Manager

3-3-11  
DATE

**ACKNOWLEDGMENT AND CONSENT OF REUNION LAND COMPANY**

REUNION LAND COMPANY LIMITED PARTNERSHIP hereby acknowledges its acquisition of the Transferable Taps pursuant to the 1993 Offer and its execution of the Purchase Agreement, whereby Reunion agreed to sell, assign, transfer and deliver any and all Interest in the Transferable Taps to Nolan for the purchase price described therein. Reunion acknowledges that the Purchase Agreement is and remains in full force and effect and that there are no outstanding or uncured defaults under the Purchase Agreement on the part of Nolan or Plaintiff. Reunion further acknowledges receipt of the initial \$5,000 down payment made by Nolan pursuant to Section 1.3(a) of the Purchase Agreement and that Plaintiff's ability to ultimately employ the Transferable Taps shall remain open until five (5) years after the date Defendant approves Plaintiff's use of the first ten (10) Transferable Taps acquired through the Purchase Agreement. In addition, Reunion consents to facilitate Plaintiff's ultimate utilization of the Transferable Taps by executing a form substantially similar to that attached as Exhibit B upon Plaintiff's satisfactory payment to Reunion pursuant to the Purchase Agreement. Unless the context requires otherwise, all capitalized terms used herein shall have the meaning ascribed thereto by the companion Settlement and Release Agreement entered into by Edward P. Bowers and Union County.

**REUNION LAND COMPANY  
LIMITED PARTNERSHIP**

By: Willie L. Rea  
Name: WILLIE L. REA  
Title: GENERAL PARTNER

5-7-11  
DATE



## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between Reunion Land Company Limited Partnership, a North Carolina Limited Partnership, (hereinafter "Seller") and William J. Nolan, III ("Nolan") of Union County, North Carolina and the entity Hemphill-Nolan Realty Group, Inc., a North Carolina corporation (hereinafter "Hemphill-Nolan") (Nolan and Hemphill-Nolan hereinafter collectively the "Purchasers");.

### WITNESSETH:

WHEREAS, Seller has entered into a contractual agreement with Union County, whereby Union County is contractually obligated to provide Seller with seventy-two (72) sewer taps, as referenced in the letter dated March 6, 2000 from Jon C. Dyer, Union County Planning Director, and addressed to Scott McCutcheon, attorney for Seller.

WHEREAS, Seller wishes to sell and transfer its interest in the 72 taps to Purchasers.

WHEREAS, by execution of this Agreement, Seller acknowledges and agrees that he will relinquish and will transfer any and all rights in the 72 taps to the Purchasers; and

WHEREAS, the parties desire for Purchasers to purchase from Seller and Seller to sell to Purchasers all of the Seller's rights owned by it pursuant to the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties to this Agreement, the parties agree as follows:

## ARTICLE I PURCHASE OF INTEREST

Section 1.1 Purchase and Sale of Interest. Subject to the terms and conditions set forth herein, the Purchasers agree to purchase from the Seller and the Seller agrees to sell, assign, transfer, and deliver to the Purchasers on the Closing Date any and all interest in the seventy-two (72) sewer taps owned by Seller for the purchase price described in Section 1.3 below.

Section 1.2 Closing Date. The closing date (the "Closing Date") shall be on or before October 1, 2008, or such other date upon which the parties may mutually agree in writing. The closing of this transaction (the "Closing") shall be held at the offices of McKaig & McCutcheon, P.A., 219 Greenwich Rd., Charlotte, North Carolina..



Section 1.3 Purchase Price. The purchase price (the "Purchase Price") to be paid to the Seller shall consist of the cash consideration set forth below:

- a. Purchasers will pay Seller on the Closing Date an initial five thousand dollar (\$5,000) non-refundable payment for the option to later purchase all 72 sewer taps.
- b. Purchasers will purchase from Seller, as needed, sewer taps for \$2,650 each for the first ten (10) taps that Union County will honor. If the Union County Public Works ("UCPW") sewer tap rate increases after purchase of the initial ten taps, Purchasers agree to purchase the additional taps at the UCPW rate.
- c. After the initial ten taps have been purchased, Purchasers will pay Seller for each additional tap at the UCPW rate plus interest at a rate of eight percent (8%), calculated annually from the Closing Date.
- d. All 72 sewer taps must be purchased within 5 years after the date that UCPW approves the transfer of the initial ten taps. However, Purchasers shall have the option to extend the period for an additional term of 5 years upon payment to Seller of an additional five thousand dollars (\$5,000) prior to the expiration of the initial 5 year term.

## ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SELLER

Seller hereby represents and warrants that each of the following statements is true and accurate in all respects.

Section 2.1 Authority of Seller. The Seller has all requisite power, authority, legal capacity, and competence to execute and deliver this Agreement.

Section 2.2 Due Execution. This Agreement has been duly executed and delivered by the Seller, and this Agreement constitutes the valid and binding obligation of the parties..

Section 2.3 Ownership of Interest. Seller has full right and power and authority to sell, transfer, and deliver the sewer taps, and upon delivery of this Agreement, the Seller intends to have transferred to the Purchasers all rights incident to or associated with the seventy-two sewer taps. Seller is not aware of any outstanding options, warrants, rights, agreements, contracts, commitments, pro-emptive rights, distributions, allocations, or demands of any character to which limits the Sellers interest in the seventy-two sewer taps. Further, there are no agreements to which the Purchasers or the Seller is a party that restrict the transfer of the seventy-two sewer taps held by the Seller. The Seller has not granted to any person any proxies, powers of attorney, or similar rights or powers with respect to seventy-two sewer taps.

Section 2.4 No Violation. To the best of Seller's knowledge the Seller is not subject to or bound by any provision of (i) any law, statute, rule, regulation, or judicial or administrative decision; (ii) any judgment, order, writ, injunction or decree of any court, governmental body, administrative agency or arbitrator, which would prevent or be violated by the execution, delivery, or performance by the Seller of this Agreement or the consummation of the transactions contemplated hereby.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

Purchasers hereby represent and warrant that each of the following statements are true and accurate in all respects:

Section 3.1 Authority. The Purchasers have full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by the Purchasers of this Agreement have been duly authorized by all requisite company action.

Section 3.2 Due Execution. This Agreement has been duly executed and delivered by the Purchasers, and this Agreement constitutes the valid and binding obligation of the Purchasers, enforceable in accordance with its terms.

Section 3.3 No Violation. The Purchasers are not subject to or bound by any provision of (i) any law, statute, rule, regulation or judicial or administrative decision, (ii) any articles of incorporation or bylaws, or (iii) any judgment, order, writ, injunction or decree of any court, governmental body, administrative agency or arbitrator, which would prevent or be violated by the execution, delivery, or performance by the Purchaser of this Agreement or the consummation of the transactions contemplated hereby. No consent, approval, or authorization of, declaration or filing with any Person is required for the valid execution, delivery, and performance by the Purchasers of this Agreement and the consummation of the transactions contemplated hereby.

### ARTICLE IV DEFAULT

Section 4.1. Default. If either party fails to comply with any material provision under this Agreement, said failure shall constitute a material breach and default of this Agreement and allow the non-breaching party to pursue any remedy under law or equity.

ARTICLE V  
MISCELLANEOUS

Section 5.1 Expenses. Each of the parties hereto shall bear its own expenses in connection with this Agreement and the consummation of the transactions contemplated hereby.

Section 5.2 Notices. All notices and other communications provided for hereunder shall be in writing and shall be mailed, faxed, or delivered as follows:

If to the Purchasers:

Hemphill-Nolan Realty Group, Inc.  
c/o William J. Nolan, III  
4298 Matthews-Weddington Road  
Weddington, North Carolina 28104

And a copy to:

Charles F. McDarris, Esq.  
Bailey & Dixon, LLP  
434 Fayetteville Street  
Suite 2500  
Raleigh, North Carolina 27601

If to the Seller:

Reunion Land Company Limited Partnership  
c/o Willie L. Rea, General Partner  
Post Office Box 158  
Pineville, North Carolina 28134

And a copy to:

A. Stuart McKaig, III, Esq.  
McKaig & McCutcheon, P.A.  
219 Greenwich Road  
Charlotte, North Carolina 28211

All such notices and communications shall be deemed received (a) if personally delivered or delivered by a nationally recognized carrier, upon delivery, or (b) if sent by first class mail, upon receipt.

Section 5.3 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without reference to the conflict of law principles thereof. The parties agree that jurisdiction and venue shall be exclusively in the General Courts of Justice, Superior Court Division of North Carolina.

Section 5.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 5.5 Captions and Headings. The captions and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.6 Severability. If any provision of this Agreement shall be invalid or unenforceable, the other provision of this Agreement shall continue in full force, and the validity and enforceability of such other provisions shall not be adversely affected.

Section 5.7 Amendment and Modification. This Agreement may be amended and modified only by written agreement signed by the parties hereto.

Section 5.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 5.9 Attorneys' Fees. Any party to this Agreement may employ an attorney to enforce such party's rights and remedies under this Agreement. Any such party prevailing in this litigation or arbitration shall be awarded attorneys' fees plus all of such party's other reasonable expenses incurred in exercising rights and remedies under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

SELLER:

Reunion Land Company Limited Partnership

By: Willie L. Rca (SEAL)  
Willie L. Rca, General Partner

PURCHASERS:

William J. Nolan, III (SEAL)  
William J. Nolan, III

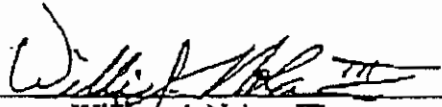
Hemphill-Nolan Realty Group, Inc.

By: William J. Nolan III  
William J. Nolan III, President

(CORPORATE SEAL)

William J. Nolan, III and Willie L. Rea hereby acknowledge that Union County has retained Attorney Ligon Bundy to challenge the purported agreement between Reunion and Union County regarding the seventy-two (72) sewer taps. Should the transfer of the sewer taps be denied or challenged by Union County, William J. Nolan III agrees to bear all of the litigation and other costs relating thereto. Willie L. Rea agrees to reasonably cooperate with the efforts of William J. Nolan III.

This 14<sup>th</sup> day of October, 2008.

  
\_\_\_\_\_  
William J. Nolan, III (SEAL)

  
\_\_\_\_\_  
Willie L. Rea (SEAL)

**Exhibit B**

**Notice of Transfer of Taps by Reunion Land Company Limited Partnership**

Pursuant to an agreement between Reunion Land Company Limited Partnership (“Reunion”) and Union County, Reunion has a right to seventy-two (72) sewer connections / capacity fees / impact fees to be applied within the Six-Mile Creek Basin of Union County and transferable as Reunion deems appropriate (the “Reunion Transferable Taps”). This form notifies Union County of a transfer by Reunion of the Reunion Transferable Taps, or a portion thereof.

Date: \_\_\_\_\_

Transferor: Reunion Land Company Limited Partnership  
c/o Willie L. Rea, General Partner  
Post Office Box 158  
Pineville, North Carolina 28134

Transferee: Marvin-Waxhaw Associates/Nolan Liquidating Trust  
c/o Grier Furr & Crisp, PA  
101 North Tryon Street, Suite 1240  
Charlotte, North Carolina 28246

Number of Conveyed Reunion Transferable Taps Evidenced Herein	
Number of Reunion Transferable Taps Previously Transferred	0
Number of Reunion Transferable Taps Remaining with Reunion	
Total Number of Reunion Transferable Taps	72

Approving Signature:  
Reunion Land Company Limited Partnership

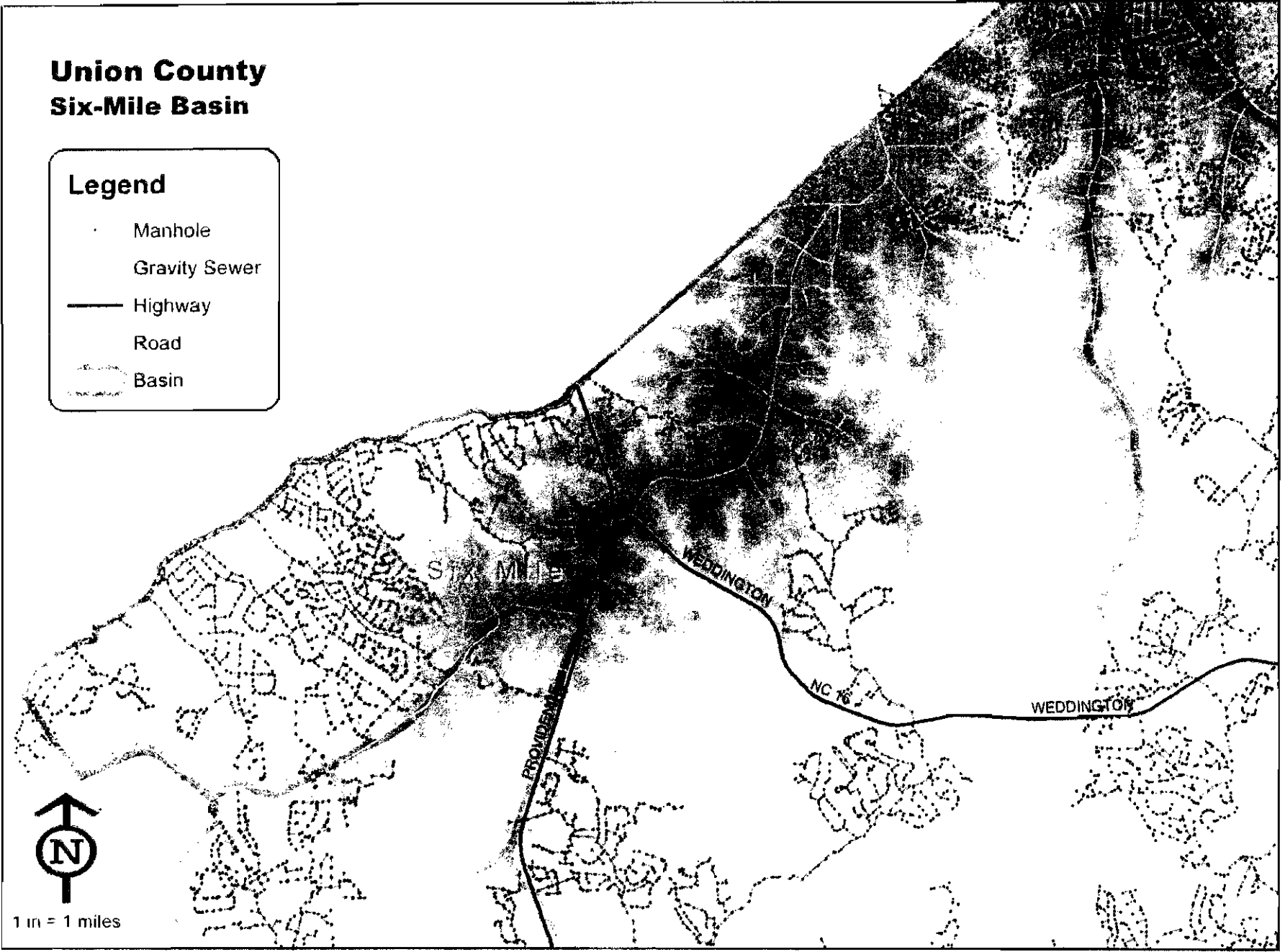
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Mail this form to: Union County Public Works  
500 N. Main Street, Suite 500  
Monroe, NC 28112.

# Union County Six-Mile Basin

**Legend**

- Manhole
- Gravity Sewer
- Highway
- Road
- Basin



1 in = 1 miles



FILED & JUDGMENT ENTERED  
Steven T. Salata  
  
Mar 24 2011  
  
Clerk, U.S. Bankruptcy Court  
Western District of North Carolina



*George R. Hodges*  
George R. Hodges  
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
Charlotte Division**

In re:

WILLIAM JOSEPH NOLAN, III AND  
MARTHA LOUISE HEMPHILL-NOLAN,

Debtors.

EDWARD P. BOWERS, Chapter 11 Trustee,

Plaintiff,

vs.

UNION COUNTY, NORTH CAROLINA and  
UNION COUNTY PUBLIC WORKS,

Defendants.

Chapter 11  
Case No. 09-31456

Adversary Proceeding No. 10-03257

**ORDER APPROVING SETTLEMENT**

This matter came before the Court on the *Motion to Approve Settlement of Adversary Proceeding Pursuant to Federal Rule of Bankruptcy Procedure 9019* (the "Motion") filed by Edward P. Bowers (the "Trustee"), chapter 11 trustee of William J. Nolan, III and Louise Hemphill-Nolan (the "Debtors"), through counsel, on March 1, 2011. It appears that all parties-in-interest were provided sufficient notice of the Motion, the relief requested by the Trustee therein and the opportunity to request a hearing on the Motion. No party objected to the relief

requested by the Trustee in the Motion. The Court, having reviewed the pleadings and the record in this case, has determined that the Motion should be approved and finds and concludes as follows:

1. The Debtors filed a voluntary petition for relief pursuant to chapter 11 of title 11 of the United States Code on June 5, 2009. On December 30, 2009, the Court appointed the Trustee as the chapter 11 trustee in the Debtors' bankruptcy case.

2. On September 29, 2010, the Trustee filed his *Plan of Liquidation of Marvin-Waxhaw Associates, LLC and William Joseph Nolan, III and Martha Louise Hemphill-Nolan* (the "Plan"), which proposed to liquidate all valuable assets of Debtors' bankruptcy estate through a liquidating trust operated by the Trustee (the "Liquidating Trust"). On January 20, 2011, the Court entered an order confirming the Plan, as modified therein (the "Confirmation Order").

3. On September 30, 2010, the Trustee filed his complaint (the "Complaint") against Union County and Union County Public Works (the "Defendant"), initiating the above-captioned adversary proceeding (this "Adversary Proceeding") to establish the Liquidating Trust's interest in seventy-two (72) transferable sewer connections / capacity fees / impacts fees usable in the Six-Mile Creek Basin of Union County (the "Interest in the Transferable Taps").

4. Subsequently, the Trustee and Defendant, through counsel, entered into negotiations relative to the claims asserted in the Complaint and have reached a settlement (the "Settlement"). The terms of the Settlement provide that the Defendant will recognize the Liquidating Trust's Interest in the Transferable Taps, subject to certain procedural requirements. In consideration for the foregoing, the Trustee will dismiss with prejudice: (i) this Adversary

Proceeding; and (ii) an unrelated lawsuit initiated by the Debtors and pending in Union County Superior Court, case number 08 CVS 3965 (the "Unrelated State Court Action").

5. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1334 and § 10.1 of the Plan, as approved by the Confirmation Order. This is a core proceeding pursuant to 28 U.S.C. § 157.

6. The Court has determined that the Settlement is fair and equitable and that approval of the Settlement would reflect the best interests of the beneficiaries of the Liquidating Trust.

IT IS, THEREFORE, ORDERED that:

- 1) The Motion is GRANTED;
- 2) The Settlement of this Adversary Proceeding, as proposed and more fully described in the Motion, is APPROVED;
- 3) The Trustee shall take any all actions necessary to carry out the terms of the Settlement without additional confirmation by this Court, including, without limitation, the execution of the necessary settlement documents and the dismissal of the Unrelated State Court Action with prejudice; and
- 4) This Adversary Proceeding shall be DISMISSED with prejudice.

This Order has been signed Electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court

STATE OF NORTH CAROLINA  
COUNTY OF UNION

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
08-CVS-03965

**WILLIAM J. NOLAN, III,  
LOUISE HEMPHILL-NOLAN, and  
HEMPHILL NOLAN REALTY GROUP,**

**Plaintiffs,**

**v.**

**UNION COUNTY, NORTH CAROLINA,  
and UNION COUNTY PUBLIC WORKS,**

**Defendant.**

**NOTICE OF VOLUNTARY DISMISSAL  
WITH PREJUDICE**

**NOW COMES** Edward P. Bowers (the “Trustee”), chapter 11 bankruptcy trustee for William Joseph Nolan, III (“Mr. Nolan”) and Martha Louise Hemphill-Nolan (“Mrs. Hemphill-Nolan”) and the trustee of the Marvin-Waxhaw Associates/Nolan Liquidating Trust established by agreement dated January 25, 2011 (the “Liquidating Trust”), through counsel, and hereby gives notice of the voluntary dismissal with prejudice of all claims against Defendant Union County (and Union County Public Works, to the extent it is a distinct entity) and respectfully shows the Court as follows:

1. On December 1, 2008, Mr. Nolan, Mrs. Hemphill-Nolan and Hemphill-Nolan Realty Group, Inc. (“H-N Group”) initiated the above-captioned action by filing a complaint (the “Complaint”) against Union County, North Carolina and Union County Public Works (collectively, “Union County”) as defendants.

2. According to Paragraph 2 of the Complaint, “[H-N Group] is a family run business with [Mrs. Hemphill-Nolan] serving as the President . . . and [Mr. Nolan] serving as a Director.”

3. On June 5, 2009, Mr. Nolan and Mrs. Hemphill-Nolan filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, as evidenced by the Notice of Bankruptcy Filing attached hereto as Exhibit A. Upon the filing of bankruptcy, all causes of actions alleged in the Complaint were deemed transferred to Mr. Nolan's and Mrs. Hemphill-Nolan's bankruptcy estate (the "Bankruptcy Estate"). *See* 11 U.S.C. § 541(a).

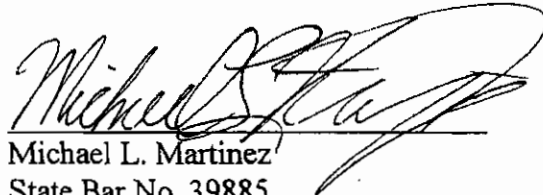
4. On September 30, 2009, the United States Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court") appointed the Trustee as the chapter 11 bankruptcy trustee for the Bankruptcy Estate. The Bankruptcy Court order appointing the Trustee is attached hereto as Exhibit B.

5. On September 29, 2010, the Trustee filed his *Plan of Liquidation of Marvin-Waxhaw Associates, LLC and William Joseph Nolan, III and Martha Louise Hemphill-Nolan* (the "Plan") with the Bankruptcy Court. On January 20, 2011, the Bankruptcy Court entered an order confirming the Plan, as modified therein (the "Confirmation Order"). Pursuant to the Plan and Confirmation Order, all valuable interests of the Nolans' bankruptcy estate—including the claims alleged in the Complaint—were transferred to the Liquidating Trust as of February 4, 2011.

6. On March 1, 2011, the Trustee filed a motion with the Bankruptcy Court seeking authority, *inter alia*, to file a voluntary dismissal of all claims against Union County in the above-captioned action. On March 24, 2011, the Bankruptcy Court entered its order, attached hereto as Exhibit C, authorizing the Trustee to dismiss this lawsuit with prejudice (the "Order").

**WHEREFORE**, the Trustee, as authorized by the Order and as successor-in-interest to Mr. Nolan and Mrs. Hemphill Nolan, both individually and as officers/directors of H-N Group, hereby gives notice of the voluntary dismissal with prejudice of all claims against Union County in the above-captioned action, pursuant to Rule 41(a)(1)(i) of the North Carolina Rules of Civil Procedure.

This the 31st day of March, 2011.

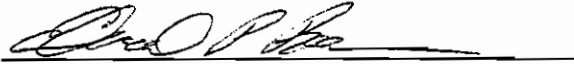


Michael L. Martinez  
State Bar No. 39885  
Grier Furr & Crisp, PA  
101 N. Tryon St., Suite 1240  
Charlotte, NC 28246  
Telephone: 704/375.3720  
Fax: 704/332.0215  
Email: mmartinez@grierlaw.com

*Attorney for Edward P. Bowers, chapter 11  
bankruptcy trustee for William Joseph  
Nolan, III and Martha Louise Hemphill-  
Nolan and trustee of the Marvin-Waxhaw  
Associates/Nolan Liquidating Trust*

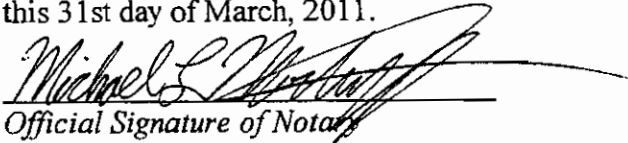
VERIFICATION

Edward P. Bowers, being duly sworn, deposes and says that he has read the contents of the foregoing document; and that the allegations contained therein accurately represent his position and are true of his knowledge.



Edward P. Bowers, chapter 11 bankruptcy trustee for William Joseph Nolan, III and Martha Louise Hemphill-Nolan and trustee of the Marvin-Waxhaw Associates/Nolan Liquidating Trust

Sworn to and subscribed before me this 31st day of March, 2011.

  
*Official Signature of Notary*

Michael L. Martinez, Notary Public  
*Notary's Printed Name*

My commission expires: 06/27/2015



STATE OF NORTH CAROLINA  
COUNTY OF UNION

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
08-CVS-03965

WILLIAM J. NOLAN, III,  
LOUISE HEMPHILL-NOLAN, and  
HEMPHILL NOLAN REALTY GROUP,

Plaintiffs,

v.

UNION COUNTY, NORTH CAROLINA,  
and UNION COUNTY PUBLIC WORKS,

Defendant.

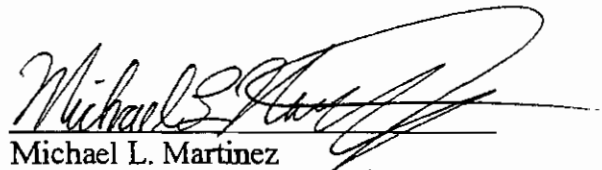
**CERTIFICATE OF SERVICE**

I hereby certify that I have served the foregoing *Notice of Voluntary Dismissal With Prejudice* by first class United States Mail, postage prepaid, addressed to the following persons:

Cynthia Coto, County Manager  
Union County Government Center  
500 N. Main Street, Ste. 918  
Monroe, NC 28112

H. Ligon Bundy  
Perry, Bundy, Plyler & Long, L.L.P.  
P.O. Box 7  
Monroe, NC 28111-0007  
*Attorneys for Union County*

This the 31st day of March, 2011.



Michael L. Martinez  
State Bar No. 39885  
Grier Furr & Crisp, PA  
101 N. Tryon St., Suite 1240  
Charlotte, NC 28246  
Telephone: 704/375.3720  
Fax: 704/332.0215  
Email: mmartinez@grierlaw.com



United States Bankruptcy Court  
Western District of North Carolina

**Notice of Bankruptcy Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 11 of the United States Bankruptcy Code, entered on 06/05/2009 at 3:21 PM and filed on 06/05/2009.

**William Joseph Nolan, III**  
4298 Weddington-Matthews Road  
Weddington, NC 28104  
SSN / ITIN: xxx-xx-9701

*dba*

**Nolan Land Construction (partnership)**

*dba*

**Weddington Hills Realty (partnership)**

*dba*

**Providence Downs South Architectural Control  
Committee (partnership)**

*dba*

**Providence Downs Architectural Control Committee  
(partnership)**

*aka*

**corp. officers Hemphill Nolan Realty Group, Inc.**

*aka*

**member managers Beautiful View Investments, LLC**

*aka*

**corp. officers G.O.D. Development Corporation**

*aka*

**member managers James Madison, LLC**

*aka*

**member managers Weddington Heights East III. LLC**

*aka*

**member managers Marvin Waxhaw Associates, LLC**

*aka*

**corp. officers H&N Grading & Clearing, Inc.**

*aka*

**corp. officers Union Development Services, Inc.**

*aka*

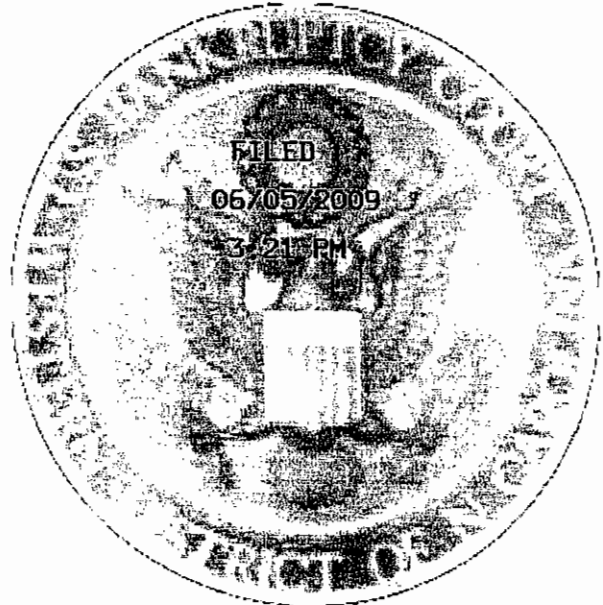
**member managers Lake Louise, LLC**

**Martha Louise Hemphill-Nolan**  
4298 Weddington-Matthews Road  
Weddington, NC 28104  
SSN / ITIN: xxx-xx-8169

*dba*

**Nolan Land Construction (partnership)**

*dba*



**Weddington Hills Realty (partnership)**  
*dba*  
**Providence Downs South Architectural Control  
Committee (partnership)**  
*dba*  
**Providence Downs Architectural Control Committee  
(partnership)**  
*aka*  
**corp. officers Hemphill Nolan Realty Group, Inc.**  
*aka*  
**member managers Beautiful View Investments, LLC**  
*aka*  
**corp.officers G.O.D. Development Corporation**  
*aka*  
**member managers James Madison, LLC**  
*aka*  
**member managers Weddington Heights East III, LLC**  
*aka*  
**member managers Marvin Waxhaw Associates, LLC**  
*aka*  
**corp. officers H&N Grading & Clearing, Inc.**  
*aka*  
**corp. officers Union Development Services, Inc.**  
*aka*  
**member managers Lake Louise, LLC**

The bankruptcy trustee is:

**Edward P. Bowers, Trustee**

The case was assigned case number 09-31456 to Judge George R. Hodges.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.ncwb.uscourts.gov> or at the Clerk's Office, P.O. Box 34189, Charlotte, NC 28234-4189.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

**Christine F. Winchester**  
**Clerk, U.S. Bankruptcy Court**

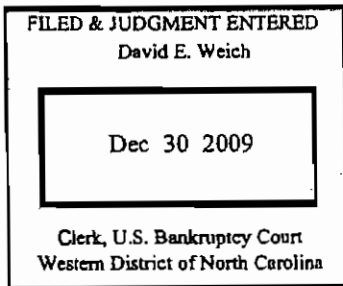
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PACER Service Center

### Transaction Receipt

12/01/2010 08:08:52

<b>PACER Login:</b>	gg0049	<b>Client Code:</b>	NOLAWI
<b>Description:</b>	Notice of Filing	<b>Search Criteria:</b>	09-31456
<b>Billable Pages:</b>	1	<b>Cost:</b>	0.08



*George R. Hodges*

George R. Hodges  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

IN RE:

WILLIAM JOSEPH NOLAN, III AND  
MARTHA LOUISE HEMPHILL NOLAN,

Debtors

Case No. 09-31456

Chapter 11

**ORDER**

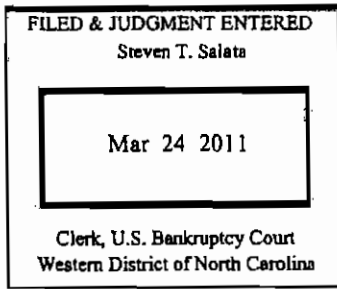
THIS MATTER coming on for hearing based upon the Motion to Convert filed by Providence Downs South Homeowner's Association ("Homeowner's Association") and the Homeowner's Association being represented by Constance L. Young of Johnston, Allison & Hord, P.A., the Debtor being represented by Richard M. Mitchell, the Estate of Marvin Little being represented by Amy Pritchard Williams of K & L Gates and the Bankruptcy Administrator's office being represented by Linda Simpson and based upon the consent of the parties as represented to the Court, the Motion to Convert the case is denied. It is, however, determined to be in the best interest of all parties that a Chapter 11 Trustee be appointed in this matter and the parties have consented and agreed to the appointment of Edward Bowers to serve as Chapter 11 Trustee.

It is so ordered.

United States Bankruptcy Court

This Order has been signed electronically. The judge's signature and court's seal appear at the top of the Order.





*George R. Hodges*  
George R. Hodges  
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
Charlotte Division**

In re:

WILLIAM JOSEPH NOLAN, III AND  
MARTHA LOUISE HEMPHILL-NOLAN,

Debtors.

EDWARD P. BOWERS, Chapter 11 Trustee,

Plaintiff,

vs.

UNION COUNTY, NORTH CAROLINA and  
UNION COUNTY PUBLIC WORKS,

Defendants.

Chapter 11  
Case No. 09-31456

Adversary Proceeding No. 10-03257

**ORDER APPROVING SETTLEMENT**

This matter came before the Court on the *Motion to Approve Settlement of Adversary Proceeding Pursuant to Federal Rule of Bankruptcy Procedure 9019* (the "Motion") filed by Edward P. Bowers (the "Trustee"), chapter 11 trustee of William J. Nolan, III and Louise Hemphill-Nolan (the "Debtors"), through counsel, on March 1, 2011. It appears that all parties-in-interest were provided sufficient notice of the Motion, the relief requested by the Trustee therein and the opportunity to request a hearing on the Motion. No party objected to the relief



requested by the Trustee in the Motion. The Court, having reviewed the pleadings and the record in this case, has determined that the Motion should be approved and finds and concludes as follows:

1. The Debtors filed a voluntary petition for relief pursuant to chapter 11 of title 11 of the United States Code on June 5, 2009. On December 30, 2009, the Court appointed the Trustee as the chapter 11 trustee in the Debtors' bankruptcy case.

2. On September 29, 2010, the Trustee filed his *Plan of Liquidation of Marvin-Waxhaw Associates, LLC and William Joseph Nolan, III and Martha Louise Hemphill-Nolan* (the "Plan"), which proposed to liquidate all valuable assets of Debtors' bankruptcy estate through a liquidating trust operated by the Trustee (the "Liquidating Trust"). On January 20, 2011, the Court entered an order confirming the Plan, as modified therein (the "Confirmation Order").

3. On September 30, 2010, the Trustee filed his complaint (the "Complaint") against Union County and Union County Public Works (the "Defendant"), initiating the above-captioned adversary proceeding (this "Adversary Proceeding") to establish the Liquidating Trust's interest in seventy-two (72) transferable sewer connections / capacity fees / impacts fees usable in the Six-Mile Creek Basin of Union County (the "Interest in the Transferable Taps").

4. Subsequently, the Trustee and Defendant, through counsel, entered into negotiations relative to the claims asserted in the Complaint and have reached a settlement (the "Settlement"). The terms of the Settlement provide that the Defendant will recognize the Liquidating Trust's Interest in the Transferable Taps, subject to certain procedural requirements. In consideration for the foregoing, the Trustee will dismiss with prejudice: (i) this Adversary

Proceeding; and (ii) an unrelated lawsuit initiated by the Debtors and pending in Union County Superior Court, case number 08 CVS 3965 (the "Unrelated State Court Action").

5. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1334 and § 10.1 of the Plan, as approved by the Confirmation Order. This is a core proceeding pursuant to 28 U.S.C. § 157.

6. The Court has determined that the Settlement is fair and equitable and that approval of the Settlement would reflect the best interests of the beneficiaries of the Liquidating Trust.

IT IS, THEREFORE, ORDERED that:

- 1) The Motion is GRANTED;
- 2) The Settlement of this Adversary Proceeding, as proposed and more fully described in the Motion, is APPROVED;
- 3) The Trustee shall take any all actions necessary to carry out the terms of the Settlement without additional confirmation by this Court, including, without limitation, the execution of the necessary settlement documents and the dismissal of the Unrelated State Court Action with prejudice; and
- 4) This Adversary Proceeding shall be DISMISSED with prejudice.

This Order has been signed Electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: April 18, 2011**

**Action Agenda Item No. 5**  
(Central Admin. use only)

**SUBJECT:** Solid Waste Management - Litter Control

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

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**ATTACHMENT(S):**

**INFORMATION CONTACT:**  
Cynthia A. Coto

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

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**DEPARTMENT'S RECOMMENDED ACTION:** Direct staff to develop an ordinance to address civil penalties, in amounts approved by the Board at their April 4 meeting, for littering on public property and/or property owned by someone other than the violator, such ordinance to be brought back for consideration at a future date.

**BACKGROUND:** At the April 4, 2011 Regular Meeting of the Board of County Commissioners an amendment to the Solid Waste Management Ordinance was presented as a means 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, however, current law depends on enforcement through criminal sanctions. The primary purpose for proposing a modification of the present Ordinance is to provide for civil penalties as an additional remedy.

The Board did not approve the amended Ordinance at their April 4 meeting. They did, however, approve the civil penalties proposed within the Ordinance which are: First violation (within a three-year period) \$250, Second Violation (within a three-year period) \$500 and Third and Subsequent Violations (within a three-year period) \$1,000. The Board requested that the item be brought back for further discussion and direction. Areas discussed at the April 4 meeting included:

(1) Section 3 of the existing ordinance which addresses "Storage and Disposal". This section of the Ordinance was not amended and has been on the books since 1981. To date staff is unaware of unforeseen consequences or other problems relating to enforcement of this section.



(2) A concern was expressed regarding the impact on staffing. The County presently has a litter control officer who handles primarily the criminal penalties. Discussions with the Sheriff have indicated that this staff member could carry a citation book. Additionally, other staff members who travel our roadways frequently could also be issued citation books should they observe someone littering. Staff does not believe this would create an undue burden as the primary responsibility will rest with the Sheriff's Office which has a designated position for this purpose.

(3) Commissioners expressed that it may be more appropriate for the present Ordinance to remain unaltered on the books and develop a new Ordinance that would apply civil penalties as already approved by the Board for littering on public property or property owned by someone other than the violator.

If the Board is in agreement with the discussion points cited above, staff will develop an ordinance which speaks to littering along the roadside or in public with enforcement through civil penalties.

**FINANCIAL IMPACT:** n/a

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

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

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

AGENDA ITEM

# 6  
MEETING DATE 4-18-11

**SHINE FOR BLUE**  
**Union County Police Week 2011**  
**Union County Law Enforcement Memorial Dedication Ceremony**

National Police Week May 15, 2011 thru May 21, 2011 is a time to honor those Law Enforcement Officers who have lost their lives in the line of duty. This year 317 brave men and women will be added on the marble walls of the National Law Enforcement Officers Memorial in Washington, DC, bringing the total number of officers killed in the line of duty throughout history to 19,299. Of the 317 officers, 153 lost their lives in the line of duty in 2010. To date 55 officers have lost their lives in the line of duty for 2011.

The Monroe Union Fraternal Order of Police Lodge #19 will reveal and dedicate the Union County Law Enforcement Memorial during a Candlelight Ceremony the evening of Friday May 20, 2011, honoring those who have lost their lives in the line of duty. Union County has lost 3 officers over the years, John Pearce (1888) Monroe Police Dept., Richmond Edgar Williams (1917) Wingate Police Dept. and Richard Belk (2010) Waxhaw Police Department. The Memorial will be in the area left of the Union County Judicial Center.

We should recognize our law enforcement officers during this week to let them know that we appreciate them for their services 365 days a year.

I would like to ask the board to adopt the Police Week Proclamation proclaiming May 15-21, 2011 as Police Week in Union County and May 15 as Peace Officers Memorial Day. I would also ask the board to have flags flown at half staff on all Union County Government Buildings not only on May 15, but the week of May 15-21, 2011.

Thank you for your time and your support with Union County Police Week and the Law Enforcement Memorial Dedication Ceremony.

Margaret Derenge  
President  
Monroe-Union FOP # 19  
And  
Elizabeth Cooke  
Union County Law Enforcement Memorial  
Committee Member  
704-609-3478

*National Police Week Proclamation*

*May 15-21, 2011*

*Union County*

*Whereas*, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and

*Whereas*, the members of the law enforcement agency of Union County play an essential role in safeguarding the rights and freedoms of Union County; and

*Whereas*, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

*Whereas*, the men and women of the law enforcement agency of Union County unceasingly provide a vital public service;

Now, therefore, the Union County Board of Commissioners calls upon all citizens of Union County and upon all patriotic, civic and educational organizations to observe the week of May 15 – 21, 2011, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

The Union County Board of Commissioners further calls upon all citizens of Union County to observe Sunday May 15, 2011, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, we have hereunto set our hands and caused the Seal of the Union County to be affixed.

ATTEST:

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

\_\_\_\_\_  
Jerry Simpson, Chairman

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

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

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

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

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: April 18, 2011**

**Action Agenda Item No.   1**

(Central Admin. use only)

**SUBJECT: Resolution in Support of Senate Bill 433 – Local Human Services Administration**

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**DEPARTMENT:** Central Administration

**PUBLIC HEARING:** No

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**ATTACHMENT(S):**

Copy of Senate Bill 433

Draft of Proposed Resolution

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**INFORMATION CONTACT:**

Cindy Coto

County Manager

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**TELEPHONE NUMBERS:**

704-292-2625

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**DEPARTMENT'S RECOMMENDED ACTION:** Consider Adoption of Resolution in Support of SB 433/HB 580

**BACKGROUND:** North Carolina County governments are charged with providing social services, health, and mental health services to their communities. Most of these services are administered by county employees at county expense with very few state dollars dedicated in the areas of social services or health administration. Counties pay salaries and benefits, and the employees are members of the local government retirement system and the county health coverage plan, however, they are covered under the State Personnel Act and not local Personnel Policies.

Current law requires that each county have a separate board of social services -- one per county, and have a separate board of health -- 75 counties with the remaining 25 having a different structure. Each separate board appoints an individual director and all department employees report to that board-appointed director. The Board of County Commissioners only have budgetary control over human service agencies.

Presently County Managers have no authority to oversee human services administration or staff performance, unlike the authority over other county departments and employees. The Board of County Commissioners cannot compel human services departments to participate in creating or implementing county vision, such as; a one stop service model.

SB 433/HB 580 is a legislative priority of the North Carolina Association of County Commissioners representing all 100 counties. Current statutory authority via 153A-77 permits those counties whose population exceed 425,000 to reorganize county human services programs by having the Board of County Commissioners assume the duties and responsibilities of the boards of social services, health and mental health, or at the Board's discretion appoint a consolidated human services board. Passage of the bill does not mandate counties to restructure or consolidate human services but provides them with the option and

flexibility to do so regardless of their population.

**FINANCIAL IMPACT:**

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

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

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

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2011

H

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HOUSE DRH80110-LB-295\* (03/23)

Short Title: Local Human Services Administration. (Public)

Sponsors: Representatives Barnhart and Gillespie (Primary Sponsors).

Referred to:

1 A BILL TO BE ENTITLED  
2 AN ACT CONCERNING ADMINISTRATION OF HUMAN SERVICES IN COUNTIES  
3 THAT HAVE ELECTED TO CONSOLIDATE THOSE SERVICES DIRECTLY EITHER  
4 UNDER THE COUNTY OR UNDER A CONSOLIDATED HUMAN SERVICE BOARD,  
5 AND TO MAKE THAT STATUTE STATEWIDE IN APPLICABILITY.

6 The General Assembly of North Carolina enacts:

7 SECTION 1. G.S. 153A-77 reads as rewritten:

8 "§ 153A-77. Authority of boards of commissioners in certain counties over commissions,  
9 boards, agencies, etc.

10 (a) In the exercise of its jurisdiction over commissions, boards and agencies, the board  
11 of county commissioners may assume direct control of any activities theretofore conducted by  
12 or through any commission, board or agency by the adoption of a resolution assuming and  
13 conferring upon the board of county commissioners all powers, responsibilities and duties of  
14 any such commission, board or agency. This subsection shall apply to the board of health, the  
15 social services board, area mental health, developmental disabilities, and substance abuse area  
16 board and any other commission, board or agency appointed by the board of county  
17 commissioners or acting under and pursuant to authority of the board of county commissioners  
18 of said county. A board of county commissioners exercising the power and authority under this  
19 subsection may, notwithstanding G.S. 130A-25, enforce public health rules adopted by the  
20 board through the imposition of civil penalties. If a public health rule adopted by a board of  
21 county commissioners imposes a civil penalty, the provisions of G.S. 130A-25 making its  
22 violation a misdemeanor shall not be applicable to that public health rule unless the rule states  
23 that a violation of the rule is a misdemeanor. The board of county commissioners may exercise  
24 the power and authority herein conferred only after a public hearing held by said board  
25 pursuant to 30 days' notice of said public hearing given in a newspaper having general  
26 circulation in said county.

27 The board of county commissioners may also appoint advisory boards, committees,  
28 councils and agencies composed of qualified and interested county residents to study, interpret  
29 and develop community support and cooperation in activities conducted by or under the  
30 authority of the board of county commissioners of said county.

31 (b) In the exercise of its jurisdiction over commissions, boards, and agencies, the board  
32 of county commissioners of a county having a county manager pursuant to G.S. 153A-81 may:

33 (1) Consolidate the provision of human services in the county under the direct  
34 control of a human services director appointed and supervised by the county



\* D R H 8 0 1 1 0 - L B - 2 9 5 \*

1 manager or by the consolidated human services board under subdivision (2)  
2 of this subsection, in accordance with subsection (e) of this section:

- 3 (2) Create a consolidated human services board having the powers conferred by  
4 subsection (c) of this section;
- 5 (3) Create a consolidated county human services agency having the authority to  
6 carry out the functions of the local health department, the county department  
7 of social services, and the area mental health, developmental disabilities, and  
8 substance abuse services authority; and
- 9 (4) Assign other county human services functions to be performed by the  
10 consolidated human services agency under the direction of the human  
11 services director, with policy-making authority granted to the consolidated  
12 human services board as determined by the board of county commissioners.

13 (c) A consolidated human services board appointed by the board of county  
14 commissioners shall serve as the policy-making, rule-making, and administrative board of the  
15 consolidated human services agency. The consolidated human services board shall be  
16 composed of no more than 25 members. The composition of the board shall reasonably reflect  
17 the population makeup of the county and shall include:

- 18 (1) Eight persons who are consumers of human services, public advocates, or  
19 family members of clients of the consolidated human services agency,  
20 including: one person with mental illness, one person with a developmental  
21 disability, one person in recovery from substance abuse, one family member  
22 of a person with mental illness, one family member of a person with a  
23 developmental disability, one family member of a person with a substance  
24 abuse problem, and two consumers of other human services.
- 25 (2) Eight persons who are professionals, each with qualifications in one of these  
26 categories: one psychologist, one pharmacist, one engineer, one dentist, one  
27 optometrist, one veterinarian, one social worker, and one registered nurse.
- 28 (3) Two physicians licensed to practice medicine in this State, one of whom  
29 shall be a psychiatrist.
- 30 (4) One member of the board of county commissioners.
- 31 (5) Other persons, including members of the general public representing various  
32 occupations.

33 The board of county commissioners may elect to appoint a member of the consolidated  
34 human services board to fill concurrently more than one category of membership if the member  
35 has the qualifications or attributes of more than one category of membership.

36 All members of the consolidated human services board shall be residents of the county. The  
37 members of the board shall serve four-year terms. No member may serve more than two  
38 consecutive four-year terms. The county commissioner member shall serve only as long as the  
39 member is a county commissioner.

40 The initial board shall be appointed by the board of county commissioners upon the  
41 recommendation of a nominating committee comprised of members of the preconsolidation  
42 board of health, social services board, and area mental health, developmental disabilities, and  
43 substance abuse services board. In order to establish a uniform staggered term structure for the  
44 board, a member may be appointed for less than a four-year term. After the subsequent  
45 establishment of the board, its board shall be appointed by the board of county commissioners  
46 from nominees presented by the human services board. Vacancies shall be filled for any  
47 unexpired portion of a term.

48 A chairperson shall be elected annually by the members of the consolidated human services  
49 board. A majority of the members shall constitute a quorum. A member may be removed from  
50 office by the county board of commissioners for (i) commission of a felony or other crime  
51 involving moral turpitude; (ii) violation of a State law governing conflict of interest; (iii)

1 violation of a written policy adopted by the county board of commissioners; (iv) habitual  
2 failure to attend meetings, (v) conduct that tends to bring the office into disrepute, or (vi)  
3 failure to maintain qualifications for appointment required under this subsection. A board  
4 member may be removed only after the member has been given written notice of the basis for  
5 removal and has had the opportunity to respond.

6 A member may receive a per diem in an amount established by the county board of  
7 commissioners. Reimbursement for subsistence and travel shall be in accordance with a policy  
8 set by the county board of commissioners. The board shall meet at least quarterly. The  
9 chairperson or three of the members may call a special meeting.

10 (d) The consolidated human services board shall have authority to:

- 11 (1) Set fees for departmental services based upon recommendations of the  
12 human services director. Fees set under this subdivision are subject to the  
13 same restrictions on amount and scope that would apply if the fees were set  
14 by a county board of health, a county board of social services, or a mental  
15 health, developmental disabilities, and substance abuse area authority.
- 16 (2) Assure compliance with laws related to State and federal programs.
- 17 (3) Recommend creation of local human services programs.
- 18 (4) Adopt local health regulations and participate in enforcement appeals of  
19 local regulations.
- 20 (5) Perform regulatory health functions required by State law.
- 21 (6) Act as coordinator or agent of the State to the extent required by State or  
22 federal law.
- 23 (7) Plan and recommend a consolidated human services budget.
- 24 (8) Conduct audits and reviews of human services programs, including quality  
25 assurance activities, as required by State and federal law or as may otherwise  
26 be necessary periodically.
- 27 (9) Advise local officials through the county manager.
- 28 (10) Perform public relations and advocacy functions.
- 29 (11) Protect the public health to the extent required by law.
- 30 (12) Perform comprehensive mental health services planning.
- 31 (13) Develop dispute resolution procedures for human services contractors and  
32 clients and public advocates, subject to applicable State and federal dispute  
33 resolution procedures for human services programs, when applicable.

34 Except as otherwise provided, the consolidated human services board shall have the powers  
35 and duties conferred by law upon a board of health, a social services board, and an area mental  
36 health, developmental disabilities, and substance abuse services board.

37 Local employees who serve as staff of a consolidated county human services agency are  
38 subject to county personnel policies and ordinances only and are not subject to the provisions  
39 of the State Personnel Act. Act, unless the county board of commissioners elects to subject the  
40 local employees to the provisions of that act.

41 (e) The human services director of a consolidated county human services agency shall  
42 be appointed and dismissed by the county manager with the advice and consent of the  
43 consolidated human services ~~board.~~ board, unless the county board of commissioners elects to  
44 have the human services director appointed and dismissed by the consolidated human services  
45 board. The human services director shall report directly to the county ~~manager.~~ manager, unless  
46 the county board of commissioners elects to have the human services director appointed and  
47 supervised by the consolidated human services board. The human services director shall:

- 48 (1) Appoint staff of the consolidated human services agency with the county  
49 manager's ~~approval.~~ approval, unless the county board of commissioners  
50 elects to have the human services director appointed and supervised by the  
51 consolidated human services board.



- 1 (2) Administer State human services programs.
- 2 (3) Administer human services programs of the local board of county
- 3 commissioners.
- 4 (4) Act as secretary and staff to the consolidated human services board under the
- 5 direction of the county manager.
- 6 (5) Plan the budget of the consolidated human services agency.
- 7 (6) Advise the board of county commissioners through the county manager.
- 8 (7) Perform regulatory functions of investigation and enforcement of State and
- 9 local health regulations, as required by State law.
- 10 (8) Act as an agent of and liaison to the State, to the extent required by law.

11 Except as otherwise provided by law, the human services director or the director's designee  
12 shall have the same powers and duties as a social services director, a local health director, and a  
13 director of an area mental health, developmental disabilities, and substance abuse services  
14 authority.

15 (†) ~~This section applies to counties with a population in excess of 425,000."~~

16 **SECTION 2.** This act is effective when it becomes law.

## RESOLUTION

### IN SUPPORT OF SENATE BILL 433 – LOCAL HUMAN SERVICES ADMINISTRATION

**WHEREAS**, county governments across North Carolina are facing severe financial pressures during these difficult budget times;

**WHEREAS**, county governments are looking for ways to consolidate programs and services to offer a more streamlined and efficient government to minimize administrative costs and maximize services for its citizens;

**WHEREAS**, Union County is an active member in good standing of the North Carolina Association of County Commissioners;

**WHEREAS**, every two years, the membership of the NCACC develops and approves a package of legislative proposals designed to protect and enhance the interests of county governments and the citizens who live in our 100 counties;

**WHEREAS**, more than 200 county officials representing 83 counties gathered in Durham County on January 20-21, 2011, and debated and ultimately approved 54 proposals submitted by counties to be included in the legislative goals package;

**WHEREAS**, one of these goals is to “allow county flexibility to organize local human services”;

**WHEREAS**, SB433 permits those counties with populations of less than 425,000 to reorganize county human services programs by having the Board of County Commissioners assume the duties and responsibilities of the Board of Social Services, Health and Mental Health, or at the Board’s discretion appoint a consolidated Human Services Board;

**NOW, THEREFORE, BE IT RESOLVED** that the Union County Board of Commissioners adopt this resolution in support of SB 433 “**allow county flexibility to organize local human services**”;

**FURTHER BE IT RESOLVED** that copies of this resolution be transmitted to the members of the General Assembly representing Union County to let them know of our support for this issue.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.