

**AGENDA**  
**UNION COUNTY BOARD OF COMMISSIONERS**  
**Regular Meeting**  
**Tuesday, January 19, 2010**  
**7:00 P.M.**  
**Board Room, First Floor**  
**Union County Government Center**  
**500 North Main Street**  
**Monroe, North Carolina**

---

---

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

1. **Opening of Meeting**
  - a. Invocation
  - b. Pledge of Allegiance
  - c. Featured Community Benefit Organization: ***Literacy Council of Union County***  
(\*Estimated Time: 5 Minutes)
  - d. Employee Service Award Recognitions (10 Minutes)
2. **Informal Comments** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** No action required
3. **Additions, Deletions and/or Adoption of Agenda** (\*Estimated Time: 5 Minutes)  
**ACTION REQUESTED:** Adoption of Agenda
4. **Consent Agenda** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** Approve items listed on Consent Agenda
- 4a. **Public Information Officer's Comments** (\*Estimated Time: 5 Minutes)

**Old Business:**

5. **Agreement with Kaufman/Hall** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** 1) Adopt Budget Ordinance Amendment #34, and 2) Authorize County Manager to approve a contract with Kaufman, Hall & Associates, Inc. for the provision of strategic and financial advisory services in connection with the disposition of the County's hospital asset
6. **Review of Scope of Environmental Protection Agency (EPA) Grant** (from January 4, 2010, Meeting) (\*Estimated Time: 15 Minutes)  
**ACTION REQUESTED:** Staff defers to Commissioner Openshaw for his recommendation on this matter.
7. **Anson Amendment to Agreement Update** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** Receive input from Anson County regarding draft revisions.

**New Business:**

8. **Union County Partnership for Progress Report** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** Receive presentation and discuss the timing and format of future quarterly reports.
9. **Earth Day 2010 Sponsorship** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** Endorse the County's continued participation as a joint sponsor and organizer of an Earth Day festival with the City of Monroe and authorize staff to proceed with planning and coordination as required
10. **CFO Recruitment Effort** (\*Estimated Time: 15 Minutes)
  - a. Executive Recruitment Proposal and Agreement with Waters Consulting (\*Estimated Time: 15 Minutes)  
**ACTION REQUESTED:** 1) Accept the proposal from The Waters Consulting Group Inc. to conduct an executive recruitment for Finance Director; and 2) Authorize the County Manager to approve the Agreement for Services pending legal review
  - b. Request for Chairwoman's Involvement in Interview Process (Not Hiring Decision)  
**ACTION REQUESTED:** Staff defers to the Chair for additional comments and her recommendation.
11. **Announcement of Vacancies on Boards and Committees** (\*Estimated Time: 10 Minutes)
  - a. Adult Care Home Advisory Committee (3 Vacancies)
  - b. Board of Equalization and Review (2 Vacancies as of February 2010)
  - c. Nursing Home Advisory Committee (3 Vacancies)
  - d. Region F Aging Advisory Committee (1 Vacancy)
  - e. Juvenile Crime Prevention Council:
    1. Substance Abuse Professional
  - f. Union County Industrial Facilities and Pollution Control Authority (2 Vacancies for Unexpired Terms Ending May 2014)
  - g. Parks and Recreation Advisory Committee (5 Vacancies as of February 2010)
  - h. Union County Home and Community Care Block Grant Advisory Committee
  - i. Health Board (Two Citizen Representatives)
  - j. Fire Commission (Two Vacancies)
  - k. Planning Board (Two Vacancies for Regular Members and One Vacancy for Alternate Member as of April 20, 2010)  
**ACTION REQUESTED:** Announce vacancies
12. **County Manager's Comments**
13. **Commissioners' Comments**

**CONSENT AGENDA**  
**January 19, 2010**

1. **Minutes**  
**ACTION REQUESTED:** Approval of minutes
  
2. **NC 2010 Adopt-A-Trail Program Grant Application**  
**ACTION REQUESTED:** Authorize staff to develop and submit application for the State Adopt A Trail Program in the full amount of \$5,000
  
3. **Tax Administrator**
  - a. Seventh Motor Vehicle Billing in the grand total of \$1,035,504.22  
**ACTION REQUESTED:** Approve billing
  - b. Sixth Motor Vehicle Release Register for the Period of December 1, 2009 - December 31, 2009 in the Net Grand Total of \$7,905.95-  
**ACTION REQUESTED:** Approve
  - c. Sixth Motor Vehicle Refund Register for the Period of December 1, 2009 - December 31, 2009 in the Net Grand Total of \$2,246.22-  
**ACTION REQUESTED:** Approve
  - d. Releases for December 2009 in the Grand Total of \$51,439.12  
**ACTION REQUESTED:** Approve
  - e. Refunds for December 2009 in the Grand Total of \$4,025.36  
**ACTION REQUESTED:** Approve
  
4. **Budget Transfers Report for December 2009**  
**ACTION REQUESTED:** Approve
  
5. **Library**
  - a. Budget Ordinance Amendment #30 to Appropriate Funds for State Grant for Public Education in the Amount of \$13,629 (No Additional County Funding Required)  
**ACTION REQUESTED:** Adopt Budget Ordinance Amendment #30
  - b. EZ Library Services and Technology Act (LSTA) Planning Grant Application in the Amount of \$20,000 (No County Match Required)  
**ACTION REQUESTED:** Authorize County Manager to execute and submit Grant Application
  
6. **Social Services**
  - a. Special Children Adoption Fund: Budget Ordinance Amendment #28 to Appropriate Additional State Funds to Enhance the Adoption Services Program in the Amount of \$15,000 (No Additional County Funding is Required)  
**ACTION REQUESTED:** Adopt Budget Ordinance Amendment #28
  - b. Crisis Intervention Program, Low Income Home Energy Assistance Funds: Budget Ordinance Amendment #24 to Appropriate Additional Federal Funding in the Amount of \$161,124 (No Additional County Funding Required)  
**ACTION REQUESTED:** Adopt Budget Ordinance Amendment #24

7. **Health Department**
  - a. Women, Infants, and Children Breastfeeding Peer Counselor Program (WIC): Budget Ordinance Amendment #32 to Appropriate Additional Federal Funding in the Amount of \$34,370 (No Additional County Funding Required)  
**ACTION REQUESTED:** Adopt Budget Ordinance Amendment #32
  - b. Susan G. Komen Grant Funding: Budget Amendment #31 to Appropriate Additional Funding for the Susan G. Komen Grant in the Amount of \$4,648 (No Additional County Funding Required)  
**ACTION REQUESTED:** Adopt Budget Ordinance Amendment #31
8. **Resolution of the Union County Board of Commissioners Adopting Regular Meeting Schedule for 2010** (Supersedes Resolution Adopted by Board on January 4, 2010)  
**ACTION REQUESTED:** Adopt Resolution which supersedes the January 4, 2010, resolution
9. **Revisions to Board of Commissioners' Rules of Procedure**  
**ACTION REQUESTED:** Adopt Rules of Procedure as amended with changes suggested by Chairwoman Rogers
10. **Motor Vehicle Tax Refund Overpayments for December 2009 in the Amount of \$4,226.89**  
**ACTION REQUESTED:** Approve
11. **Letter of Support of the Town of Waxhaw's Application for Designation as a Preserve America Community**  
**ACTION REQUESTED:** Authorize Chairwoman Rogers to send a letter in support of the Town's application.

**Information Only - No Action Required**

1. Department of Inspection's Monthly Report for December 2009
2. Monthly Report for Personnel Department for December 2009

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: 19 January 2010**

**Action Agenda Item No. 1c**

(Central Admin. use only)

**SUBJECT:** Presentation by the Literacy Council of Union County

---

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

---

**ATTACHMENT(S):**

**INFORMATION CONTACT:**

Matthew Delk, Assistant Manager

---

**TELEPHONE NUMBERS:**

704-283-3656

---

---

**DEPARTMENT'S RECOMMENDED ACTION:** Receive presentation from Linda Moyer of the Literacy Council of Union County about the Council and its efforts to provide literacy services.

**BACKGROUND:** The Literacy Council of Union County began as a volunteer literacy tutoring program at St. Luke's Lutheran Church in 1996, with the mission to improve the quality of life in the community and to expand individual potential by teaching adults to read, write, speak and understand the English Language. More recently, in 2008-09, the Council served a total of 362 adults. The Council uses volunteer tutors who complete a training program. Currently, approximately 125 tutors serve in this capacity. The total number of volunteers (Board, administrative, event helpers, etc.) total approximately 200, with some volunteers serving in multiple capacities.

The training program begins with an introductory session about the program and the Council. Potential tutors then commit to attending a weekend workshop, where they learn about adult learners in general, different materials, and methods of instruction. At the conclusion of the training session, the tutors then select a student from a waiting list. Those students, before beginning, would have completed a minimum of 10-hours using instructional software in a computer lab.

The Literacy Council consistently needs two things from the public in order to pursue its mission -- money and new volunteers. Due to the support already received, the Council has been able to provide adult tutoring services to a 5<sup>th</sup> grade reading level for an average cost of less than \$11 per instructional hour. The Council will promote these needs to the public, and will discuss an upcoming training opportunity for potential volunteers.

**FINANCIAL IMPACT:** none

---

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

\_\_\_\_\_

---

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

\_\_\_\_\_

---

**Manager Recommendation:**

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: 1/19/2010**

**Action Agenda Item No.** 1d

(Central Admin. use only)

**SUBJECT:** Employee Recognition

---

**DEPARTMENT:** Personnel

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

**ATTACHMENT(S):**  
Service Award Recipients for the  
month of January 2010

**INFORMATION CONTACT:**  
Julie Broome

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

---

**DEPARTMENT'S RECOMMENDED ACTION:**

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

**BACKGROUND:**

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

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

**FINANCIAL IMPACT:**

---

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

---

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

---

**Manager Recommendation:**

**Union County Service Award Recipients for the month of January 2010**

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

**5 YEARS OF SERVICE**

CHERI CONLEY  
JAMES EASON  
WANDA HOWARD  
CLARA LOPEZ  
LINDA BROWN  
SCOTT HELMS  
AMY SMITH

**DEPARTMENT**

COMMUNICATIONS  
ENVIRONMENTAL HEALTH  
HEALTH  
HEALTH  
SOCIAL SERVICES  
TAX ASSESSOR  
TRANSPORTATION/NUTRITION

**10 YEARS OF SERVICE**

JEFF KNIGHT  
RICHARD WATKINS  
MATTHEW HEFNER  
FRED SPRUILL

**DEPARTMENT**

ENVIRONMENTAL HEALTH  
INSPECTIONS  
SHERIFF'S OFFICE  
SHERIFF'S OFFICE

**15 YEARS OF SERVICE**

DAVID FINLEY

**DEPARTMENT**

ENVIRONMENTAL HEALTH



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: January 19, 2010**

**Action Agenda Item No. 5**

(Central Admin. use only)

**SUBJECT:** Kaufman Hall Contract

---

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

---

**ATTACHMENT(S):**  
Budget Ordinance Amendment #34  
  
Kaufman Hall contract

**INFORMATION CONTACT:**  
Al Greene  
Jeff Crook  
Kai Nelson

---

**TELEPHONE NUMBERS:**

---

704.292.2625

704.283.3673

704.292.2522

---

**DEPARTMENT'S RECOMMENDED ACTION:** 1) Adopt Budget Ordinance Amendment #34, and 2) Authorize County Manager to approve a contract with Kaufman, Hall & Associates, Inc. for the provision of strategic and financial advisory services in connection with the disposition of the County's hospital asset

**BACKGROUND:** At the BOCC November 2, 2009, meeting, the Commission authorized County staff to enter into contracting negotiations with Kaufman Hall for the provision of financial advisory services in connection with the disposition of the hospital asset.

As the Commission is aware, following the November 2nd action, the County proposed several changes to the scope of services and contract form provided by Kaufman Hall. Those changes included several matters regarding project timelines such as adding a month to the timeline incorporating the NC procedural requirements attendant to receiving proposals for the disposition of a hospital facility, confidentiality of certain hospital competitive information, greater clarity on payment triggers should the County move to the second and third phases of the project, and indemnification provisions.

Following receipt of those proposed modifications, Kaufman Hall indicated that the indemnification changes appeared to be significant threshold level issues and that the attorneys for both parties would have to work through those issues prior to addressing the modifications to some of the business points relative to payment and scope of services.

For several weeks during December, the Staff Attorney and County Attorney worked through the

indemnification concerns of Kaufman Hall's counsel and were only recently successful in reaching a satisfactory conclusion regarding the liability provisions.

With regard to the scope of services, the contract contemplates three major phases as follows: Phase I – Transaction Planning and Development, Phase II – Partner Selection and Phase III – Transaction Execution. Each phase contains an estimate of the number of months to complete and the fees due for each particular phase would be payable in equal monthly installments calculated over the longer time period estimate for each phase. As an example, Phase II consisting of the Partner Selection is estimated to take 2 to 4 months and the fee for the entire Phase is \$250,000. So Kaufman Hall would bill the County \$62,500 monthly for that Phase.

The scope of services contemplates two fee structures. Should the Commission decide early in the process (during the Transaction Planning and Development Phase and prior to the development of the Descriptive Memorandum and Request for Proposal) to proceed with only one party, the total fee for that engagement is \$575,000 with the components as follows: Phase I - \$75,000, Phase II - \$150,000 and Phase III - \$350,000.

The fee to complete the engagement with the Descriptive Memorandum and Request for Proposals along with all the attendant requirements of soliciting potential partners and evaluating proposals is \$800,000 with the components as follows: Phase I - \$150,000, Phase II - \$250,000 and Phase III - \$400,000.

Kaufman Hall anticipates the engagement to be completed over a period of 8-14 months.

**FINANCIAL IMPACT:** The total maximum fee, including out-of-pocket expenses, for Kaufman Hall is estimated at \$830,000. Legal expenses in connection with this process, although unknown as to amount, will likely be substantial. Should the process proceed to a letter of intent and transaction execution (either lease or sale), the use of legal counsel services will be extensive. County staff has prepared a budget ordinance amendment appropriating \$1 million - \$830,000 for Kaufman Hall and \$170,000 for legal services.

The FY2010 budget contains \$1.4 million in rental payments from CMC-Union. That amount was based on the actual payment received from CMC-Union in FY2009 based on their financial results for the year ending 2008. Recent projections provided by CMC-Union indicate that the hospital's performance for the calendar year ended 2009 will likely be one of their best ever (as measured by income from operations). The rental payment for calendar year 2009 (payable in FY2010 budget) will likely approach \$3 million.

The budget ordinance increases the hospital rent appropriation level from \$1.4 million to \$2.4 million.

---

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

---

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

**Manager Recommendation:**

---



January 12, 2010

Mr. Al Greene  
County Manager  
Union County  
500 North Main Street, Suite 918  
Monroe, North Carolina 28112

Mr. Kai Nelson  
Finance Director  
Union County Finance Department  
500 North Main Street, Suite 901  
Monroe, North Carolina 28112

Dear Al and Kai:

Based on our conversations and pursuant to your request, we are pleased to present our proposal to assist Union County, North Carolina (the "County") in identifying its strategic objectives regarding CMC-Union and developing and managing a process that culminates in a successful transaction involving the hospital.

Kaufman Hall is very active in providing merger and acquisition advisory and consulting services to the healthcare services industry on a national basis and we believe we are uniquely qualified to provide objective strategic and financial services to the County for the following key reasons.

1. ***National Expertise in Healthcare Mergers and Acquisitions.*** Kaufman Hall is a leading provider of merger and acquisition ("M&A") advisory services to the healthcare services industry. We have been involved in hundreds of M&A related transactions and our expertise includes sell-side, buy-side and merger advisory, joint ventures, valuations, fairness opinions and real estate advisory. Our M&A experience with hospitals and health systems ranges from small community hospitals to multi-hospital regional and national health systems. Kaufman Hall has been involved in over 33 hospital and health system M&A engagements since the beginning of 2008. We are currently active in 17 not-for-profit hospital and health system M&A engagements.
2. ***Exclusive Focus on the Healthcare Services Industry.*** Since our inception over 24 years ago, Kaufman Hall has been dedicated solely to providing consulting services and software tools exclusively to the healthcare services industry. As such, we are intimately familiar with the issues and challenges healthcare services providers are facing on a day-to-day basis. We believe our deep knowledge of hospitals and health systems makes us uniquely qualified to advise the County on its potential strategic partnership.

Mr. Al Greene and Mr. Kai Nelson  
Union County  
January 12, 2010

Page 2

3. ***Breadth of Capabilities.*** Kaufman Hall's breadth of capabilities is unparalleled in the industry. Our practice includes strategic options evaluation, transaction execution, and post-transaction strategic and financial planning. Kaufman Hall has developed leading-edge analytical tools and has integrated its strategy, financial planning, capital markets, and transaction execution capabilities that provide our clients with a strategic advantage in decision making.
4. ***Client-Driven Approach.*** Kaufman Hall has built a very successful and nationally recognized consulting practice and software business based on our fundamental commitment to a client-driven approach. We work closely with a broad range of healthcare providers, including the largest multi-state hospital systems in the country, complex academic medical centers, urban tertiary care providers, stand-alone community providers, specialty providers, and large physician group practices. Any contemplated transaction is evaluated within the context of achieving the long-term mission and vision of the organizations.
5. ***Thought Leadership.*** An important core value of Kaufman Hall is the provision of thought leadership in the healthcare industry. Each year, Kaufman Hall executives publish dozens of articles and present at the national and regional meetings of key industry groups including The Governance Institute, American College of Healthcare Executives, Society for Hospital Strategy and Market Development, and the Healthcare Financial Management Association on strategy and finance topics.
6. ***Independence.*** Supporting our client-driven approach, Kaufman Hall has maintained a long-standing practice of providing objective and independent advice in the long-term best interests of our clients. We do not take a financial interest in our clients, nor do we work on a contingency basis or have specific business ventures with any party that would introduce a conflict of interest. We have structured our firm to provide independent and objective advice to our clients at all times.
7. ***Quality, Expertise, and Hard Work.*** Kaufman Hall adds value to its transactions through commitment and hard work. Our clients will testify that Kaufman Hall provides real quality and expertise throughout each and every M&A engagement. Unlike some other firms that provide M&A services, our consultants do not "hand off" the transaction to attorneys once a preferred partner is identified. We believe any transaction contemplated should be evaluated within the context of achieving the long term mission and vision of our client and remain deeply involved in all aspects of the transaction process so that this focus is maintained. Our consultants provide exceptional financial and strategic analysis, contribute to the development of all transaction documents (e.g., letter of intent and definitive agreements) and, most importantly, we assure our client's goals and objectives are met as a result of the transaction.

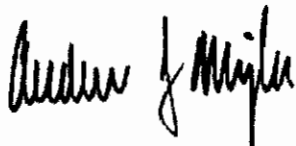
Mr. Al Greene and Mr. Kai Nelson  
Union County  
January 12, 2010

Page 3

We look forward to continuing conversation regarding the services that Kaufman Hall can provide the County. Should you have any questions regarding this material or require additional information, please do not hesitate to contact us at 847-441-8780.

Thank you.

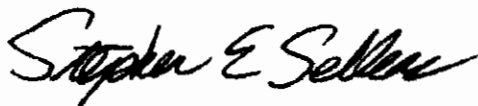
Sincerely,  
KAUFMAN, HALL & ASSOCIATES, INC.



Andrew J. Majka  
Partner and Chief Operating Officer



Michael J. Finnerty  
Senior Vice President



Stephen E. Sellers  
Vice President

AJM/MJF/SES:sd

cc: Ken Kaufman

# Proposal to Provide Strategic and Financial Advisory Services



January 12, 2010

***KaufmanHall***

Financial Strategies for Healthcare  
5202 Old Orchard Road  
Suite N700  
Skokie, IL 60077  
847.441.8780 phone  
847.965.3511 fax  
kaufmanhall.com



**Table of Contents**

---

	<u>Page</u>
Scope of Services	2
Transaction Team	6
Engagement Timing, Termination and Fees	8
Insurance, Indemnification, Acknowledgement and Confidentiality	10
Authorization	12

## SCOPE OF SERVICES

---

Kaufman Hall will assist Union County (the “County”) in transaction evaluation, planning and development, partner selection, and transaction execution. In this regard, we propose to undertake certain activities on your behalf, including the types of tasks articulated in this letter. Both the County and Kaufman Hall acknowledge that the unique requirements of this engagement may ultimately require a somewhat different set of activities than those detailed below. As such, Kaufman Hall may perform some activities not described below and may not complete each of the activities described below, but all required changes in activities will be mutually agreed to by Kaufman Hall and the County.

### **Phase I – Transaction Planning and Development**

1. ***Education on Strategic Partnerships.*** Kaufman Hall will develop educational materials that will describe the strategic partnership process, common partnership structures available in hospital and health system transactions, and other background materials that will provide the board, management, and other constituents, as appropriate, with the necessary information to understand the strategic partnership process. Upon request, Kaufman Hall will make a presentation to the Board of Commissioners regarding the content of these educational materials.
2. ***Development of Partnership Goals.*** Through one or more on-site work sessions with the Board of Commissioners, as deemed necessary by the Board, Kaufman Hall will work closely with the County, and other constituents as appropriate, to understand its goals and objectives relative to the selection of a strategic partner. Kaufman Hall will utilize this information throughout the partnership process to ensure any transaction identified meets the County’s goals and objectives.
3. ***Develop Transaction Strategy.*** Through one or more on-site work sessions with the Board of Commissioners, as deemed necessary by the Board, Kaufman Hall will assist the County in evaluating the benefits and drawbacks of the various transaction process strategies available to the County and will assist the County in selecting the optimal transaction strategy that will best achieve the goals and objectives of the strategic partnership. We will particularly focus on addressing how the lease with CMC-Union/Charlotte-Mecklenburg Hospital Authority affects the County’s transaction strategy and strategic options.
4. ***Review of Background Information.*** Kaufman Hall will review relevant supplemental background information on CMC-Union. As appropriate, Kaufman Hall will have discussions with management regarding the organization’s history, services, operations, facilities, medical staff, employees, utilization, and historical financial performance.
5. ***Coordination of Activities.*** Kaufman Hall will coordinate all aspects of the proposed transaction. Kaufman Hall will develop a transaction timetable and ensure the process continues according to this timetable. The timetable so developed shall be subject to approval by County management and will not extend for a period of more than 14 months,

unless authorized by the County. The County acknowledges that circumstances out of the control of the County or Kaufman Hall may extend this engagement beyond the original timetable.

6. **Identify Target List of Proposed Partners.** Kaufman Hall will assist the County in outlining the parameters used to identify potential partners. Based on these parameters, Kaufman Hall will identify a comprehensive list of potential partners with the strongest rationale for partnering with the County. Kaufman Hall will present the list of potential partners to the County and work with the County to determine which potential partners will be included in the process.
7. **Preparation of the Confidential Descriptive Memorandum.** A well-executed partnership strategy requires a rigorous and disciplined approach. Such an approach begins with the development of a well thought out and well prepared Confidential Descriptive Memorandum (“CDM”). Kaufman Hall, working with the County, will prepare a CDM. The CDM is the primary information disclosure on CMC-Union that is shared with potential partners and is used by potential partners in evaluating their interest in a strategic partnership with the County. In our opinion, the CDM will be especially important to the County in framing and explaining the partnership opportunity for potential partners given that CMC-Union remains under a lease with CMC-Union/Charlotte-Mecklenburg Hospital Authority for the foreseeable future. The CDM includes the following:
  - Transaction overview including business highlights and the reason for exploring partnership alternatives;
  - A comprehensive business description including corporate organization, history, services, service area, competition, operations, and management and employees; and
  - Relevant utilization and financial information.

Kaufman Hall understands and agrees (i) that the County, pursuant to its lease with CMC-Union/Charlotte-Mecklenburg Hospital Authority, may have access to certain information regarding the financial and business affairs of CMC-Union that would be deemed competitive health care information and/or trade secret pursuant to North Carolina law; and (ii) that such status may cause the information to be confidential and thus prevent its release by the County. Therefore, Kaufman Hall agrees in its development of the CDM (i) to use its best efforts to obtain such information as may be available in the public domain, and (ii) to include in the CDM information provided by the County only in accordance with the provisions regarding County-Provided Information as set forth in the Confidentiality provisions below.

8. **Development of the Request-for-Proposal.** In conjunction with the CDM, Kaufman Hall will prepare a Request for Proposal (“RFP”) that will address the procedural guidelines for potential suitors to follow, as stated in Chapter 131E of the North Carolina General Statutes, related to the strategic partnership including timetable, contacts, and confidentiality. The RFP will also include a comprehensive series of questions to be developed by Kaufman Hall and the County that will allow the County to evaluate the proposals based on specific qualitative and quantitative factors.

9. **Contact Proposed Partners.** Kaufman Hall will make initial contact with each of the proposed partners and will have preliminary discussions regarding CMC-Union. After the execution of a confidentiality agreement, Kaufman Hall will have additional discussions regarding CMC-Union. In each discussion with proposed partners, Kaufman Hall will present CMC-Union and the transaction process in a manner that will ultimately maximize the value and terms of the proposed transaction.
10. **Coordinate Information Requests and On-Site Activities with Interested Parties.** Kaufman Hall will coordinate all information requests and any on-site activities with interested parties throughout the entire transaction process.
11. **Receive and Evaluate Proposals.** Kaufman Hall will receive all proposals on behalf of the County. Kaufman Hall will review each proposal for completeness and will follow up with each potential partner as necessary. Kaufman Hall will summarize and interpret each proposal and provide comparative summaries for review by the County Board of Commissioners.

After Phase I, should the County decide not to pursue a strategic partnership, this engagement will be completed. Should the County decide to further pursue a strategic partnership, Kaufman Hall would provide ongoing financial advisory services as described below.

## **Phase II – Partner Selection**

1. **Work with Parties for Further Negotiation.** Through one or more on-site work sessions with the Board of Commissioners, as deemed necessary by the Board, Kaufman Hall will work with the County to select parties for further negotiation. Further negotiations will be held with parties whose indications of interest best meet the transaction goals and objectives established by the County. Based on feedback from the Board of Commissioners, Kaufman Hall will provide guidance to the respective parties relative to their proposals and will solicit final proposals from the selected partners.
2. **Partner Interviews.** As appropriate during the transaction evaluation process, Kaufman Hall will coordinate presentations by potential partners to the County.
3. **Partner Reference Calls and Site Visits.** Kaufman Hall will prepare and assist the County Board of Commissioners, and other constituents as appropriate, with reference calls and site visits with potential partners and other organizations that have previously partnered with the potential partners.
4. **Partner Selection.** Kaufman Hall will provide the County with the appropriate information on which to select its preferred strategic partner.
5. **Negotiate Letter of Intent.** Kaufman Hall will assist the County and legal counsel in negotiating the terms of a letter of intent with the selected partner. The letter of intent will include the material business elements and commitments from the selected Partner. The letter of intent will act as the blueprint for the development of the definitive agreements.

After Phase II, should the County decide not to pursue a strategic partnership, this engagement will be completed. Should the County decide to further pursue a strategic partnership, Kaufman Hall would provide ongoing financial advisory services as described below.

## **Phase III – Transaction Execution**

1. **Comprehensive Confirmatory Due Diligence**. Kaufman Hall will assist the County and legal counsel in coordinating the due diligence efforts to be undertaken by the selected partner. Additionally, as appropriate, Kaufman Hall will assist the County in the coordination of its due diligence review of the selected partner. To the extent that material due diligence issues arise, Kaufman Hall will work with legal counsel and the County in recommending and negotiating an appropriate resolution.
2. **Negotiate Definitive Agreements**. Kaufman Hall will assist legal counsel and the County in negotiating and executing definitive agreements with the selected partner. Kaufman Hall will ensure at all times that the negotiated structure and terms continue to meet the organizational goals and objectives of the County.
3. **Pre-Closing Requirements**. As appropriate, Kaufman Hall will assist legal counsel and the County with any conditions to close included in the definitive agreements.
4. **Obtain Necessary Government and Regulatory Approvals**. Kaufman Hall will assist legal counsel and the County in obtaining the government and/or regulatory approvals necessary to consummate the transaction.
5. **Closing**. Kaufman Hall will assist legal counsel and the County in closing the transaction.

**TRANSACTION TEAM**

---

Andy Majka, Partner and Chief Operating Officer of Kaufman Hall, will provide oversight of the engagement. Mike Finnerty, Senior Vice President, will be responsible for the day-to-day management of the engagement activities. Mr. Finnerty will be assisted by Stephen Sellers, Vice President, in the day-to-day management of the engagement and in transaction execution. Both Mr. Finnerty and Mr. Sellers will be involved in 100% of the engagement.

<b>Name</b>	<b>Position</b>	<b>Role</b>
Andy Majka	Partner	Oversight
Mike Finnerty	Senior Vice President	Day-to-day management
Stephen Sellers	Vice President	Day-to-day management

**Andrew J. Majka, *Partner and Chief Operating Officer***

Andrew Majka is a Partner and the Chief Operating Officer of Kaufman Hall and has been with the firm since June 1993. In his tenure with Kaufman Hall, Mr. Majka has been very active in financial and capital planning, debt-related financial advisory, and merger/acquisition/divestiture engagements for a wide range of healthcare clients, including many multi-state healthcare systems, academic medical centers, stand-alone community providers, and large physician group practices.

In particular, Mr. Majka has collaborated with numerous providers in the development and execution of best practice financial and capital planning within the context of strengthening the mission, preserving credit rating, and optimizing access to capital. Since 1993, Mr. Majka has been a financial advisor to more than \$15 billion in tax-exempt healthcare financings and more than \$10 billion in derivatives.

Mr. Majka is a frequent speaker on healthcare finance topics, and was presented twice with a Distinguished Speaker Award by the Healthcare Financial Management Association (HFMA) in connection with the Annual National Institute. Additionally, Mr. Majka has been a recent speaker at various national and regional educational programs for the HFMA, VHA, The Governance Institute, the American College of Healthcare Executives, and other healthcare professional organizations.

Mr. Majka has an M.B.A. from the University of Wisconsin-Madison with a concentration in Finance. He received a B.S. with honors from the University of California-Davis.

**Michael J. Finnerty, *Senior Vice President***

Mike Finnerty is a Senior Vice President of Kaufman Hall and a member of the firm's mergers and acquisitions group. Mr. Finnerty advises on all facets of the merger and acquisition (M&A) process, debt-related financial advisory services, valuations, and joint venture execution, working with a variety of clients, including not-for-profit hospitals and health systems, managed care plans, and other for-profit and not-for-profit entities.

Mr. Finnerty also has extensive experience in the managed care sector, where he has completed many transactions representing both provider-sponsored and for-profit health plans. During his career, Mr. Finnerty has been involved in more than 100 merger and acquisition advisory engagements in the healthcare sector.

Prior to joining Kaufman Hall, Mr. Finnerty was an investment banker with Shattuck Hammond Partners, where his responsibilities focused on M&A advisory and capital raising services related to or for hospitals, imaging, managed care, and healthcare information technology. Prior to this, Mr. Finnerty worked at APM/CSC Healthcare as an Operations Consultant to hospitals and academic medical centers nationwide.

Mr. Finnerty has an M.B.A. in Finance and Healthcare Management from the Wharton School of the University of Pennsylvania and a B.A. from Middlebury College.

### **Stephen Sellers, *Vice President***

Stephen Sellers is a Vice President with responsibilities in the areas of mergers, acquisitions, and divestitures and financial and capital planning

Stephen is actively involved in advising health system and hospital clients regarding sell-side and buy-side transactions, hospital valuations and financial and capital planning activities. Stephen has been involved in over 35 not-for-profit hospital and health system merger and acquisition engagements, as well as numerous financial and capital planning engagements.

Stephen has spent his entire career working for and with not-for-profit hospitals. Immediately prior to joining Kaufman Hall, he held administrative positions, including Assistant Administrator and Administrator, at regional hospitals in the Baptist Memorial Health Care Corporation (BMHCC) of Memphis, Tennessee. Prior to working at BMHCC, he served as Administrative Resident at St. Dominic-Jackson Memorial Hospital in Jackson, Mississippi.

Stephen holds M.B.A. and M.S.H.A. degrees from the University of Alabama in Birmingham and a B.A., magna cum laude, from Mississippi College.

## ENGAGEMENT TIMING, TERMINATION AND FEES

---

Given Kaufman Hall's understanding of the current situation, we would strive to move the process forward as quickly as possible within the context of a thorough and thoughtful evaluation. Given our experience with similar transactions, it is anticipated that this transaction can be completed in eight (8) to 14 months.

Professional fees will be billed in equal monthly installments over the longer time period estimate for the particular phase. Upon receipt of a billing, the County reserves the right to review Kaufman Hall's work product to date to ensure that progress is consistent with the timetable established pursuant to Phase I, Step 5. Should a particular phase be completed earlier than the timing estimate, the total fees for that phase will be due upon the completion of that phase. Should the transaction take longer than 14 months to consummate, Kaufman Hall may request additional professional fees, but would only be entitled to additional fees upon the mutual agreement of the County.

	<u>Timing</u>	<u>Fees</u>
Phase I – Transaction Planning and Development	3 to 4 months	\$150,000
Phase II – Partner Selection	2 to 4 months	\$250,000
Phase III – Transaction Execution	3 to 6 months	\$400,000

If the County decides to proceed with only one party after we begin the education process but prior to the development of the Confidential Descriptive Memorandum and Request for Proposal (steps 1-6 in Phase I as detailed above), our total fees for the engagement will be \$575,000 assuming a timely transaction process. The scope of services for such a negotiated transaction is attached to this Agreement as Exhibit A.

Kaufman Hall will work expeditiously to manage the timeframe associated with the partnership process consistent with providing the Board with the information necessary to make the best decision on the alternatives available. Given the magnitude of the decision, we believe that the County should have sufficient time to contemplate the impact each possible alternative may have on the delivery of healthcare in the local community and on achieving the mission, vision and strategic objectives of CMC-Union.

The County may elect to terminate this Agreement at any time without cause upon five (5) days' written notice to Kaufman Hall. If the County terminates this Agreement, Kaufman Hall would submit a final monthly billing and would be paid for services performed prior to notification. Kaufman Hall understands and agrees that is the intent of this Agreement that the County may terminate at any time and for any reason, and in such event, Kaufman Hall will be paid only for such services as actually performed prior to termination. Kaufman Hall shall not terminate this agreement except for material breach by the County. Upon termination for any reason, Kaufman Hall shall provide to the County copies of all work product generated by Kaufman Hall in providing services pursuant to this Agreement.



## *KaufmanHall*

In addition to the professional fees outlined above, Kaufman Hall bills for its out-of-pocket travel and allocated office expenses. Travel expenses include airfare (coach), lodging, rental cars, parking, and meals and are billed at actual cost with no mark-up of any kind. Such expenses shall be reasonable and customary, and consistent with standard business travel. Allocated office expenses include report preparation, long-distance phone calls, and express shipments and are billed at \$850 per month. Invoices are distributed at the end of each month and are payable upon receipt. Amounts expended pursuant to this Agreement for out-of-pocket travel and allocated office expenses shall not exceed \$30,000 without written amendment hereto.

Should the scope of services or schedule change materially at the request of the County and/or for reasons outside the control of Kaufman Hall, Kaufman Hall may be entitled to additional fees, but only upon the mutual agreement of the parties.

**INSURANCE, INDEMNIFICATION, ACKNOWLEDGEMENT AND  
CONFIDENTIALITY**

---

The attached Insurance Addendum is incorporated herein by reference.

1. Covenants of Union County. Union County is a party to that certain Amended Lease Agreement dated as of August 27, 1995 (the "Lease") with the Charlotte-Mecklenburg Hospital Authority (the "Authority"), and Union Memorial Regional Medical Center, Inc., d/b/a Union Regional Medical Center, a subsidiary of the Authority (the "Corporation"). Under the terms of the Lease, the Corporation operates (and will continue to operate), Carolinas Medical Center - Union (the "Hospital"), until August 26, 2020. Union County is engaging KHA to assist in Union County's exploration of strategic alternatives for the Hospital, including potentially, a sale or other disposition of the Hospital. Union County acknowledges that: (i) exploration of these strategic alternatives has been the subject of publicity and public debate within the local community, (ii) the implementation of certain strategic alternatives could, potentially, cause the Authority and Corporation to challenge the action under the Lease, and (iii) the nature of public debate and tenor of correspondence and conversations that have occurred between Union County, the Authority and Corporation all have elevated the risk profile of the consulting engagement. In order to induce KHA to accept the consulting engagement by reducing its risk profile, Union County covenants and agrees with KHA as follows:

(a) Union County will never, at any future time, permit to be prosecuted against KHA by third parties in the name of Union County, any action at law or in equity, or any proceeding of any description, in any court, in respect of the consulting services that KHA will provide to Union County pursuant to the terms of this Agreement; and

(b) Union County will not adopt or implement a strategic alternative for the Hospital that it knows to be (or reasonably should know to be), in violation of the Lease.

2. Limitation of Liability. KHA shall not be liable to Union County in excess of the total compensation to be paid pursuant to this Agreement, by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

After transaction close, Union County acknowledges that Kaufman Hall may, at its option and expense, place an announcement in such newspapers, periodicals, electronic media, including but not limited to website postings, and other media as it may choose, stating that Kaufman Hall has acted as the financial advisor to the County in connection with the transaction contemplated herein.

In connection with its engagement by the County pursuant to this Agreement, the County may be supplying to Kaufman Hall certain information concerning the hospital and its businesses, operations and plans. Kaufman Hall hereby agrees to treat with confidentiality all such information provided by the County and relating to the hospital (the "County-Provided Information") and to use such information solely for purposes consistent with its engagement as

described herein. Kaufman Hall agrees not to disclose County-Provided Information to any third party without the prior written consent of the County. The foregoing provisions shall not be applicable to any information that was known to Kaufman Hall prior to the date of this Agreement, that is publicly made available or otherwise becomes public knowledge other than through a breach by Kaufman Hall of its agreements contained herein, or that is required to be disclosed by Kaufman Hall by judicial or administrative process in connection with any action, suit, proceeding or claim or otherwise by applicable law. Information shall be deemed “publicly available” if it becomes a matter of public knowledge, is in the public domain, is contained in materials available to the public or is obtained by Kaufman Hall from any source other than the County or CMC-Union, provided that such source is not, to the knowledge of Kaufman Hall, bound by a confidentiality agreement with the County or CMC-Union with respect to such information.

**AUTHORIZATION**

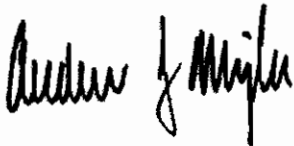
---

We very much appreciate the opportunity to present this proposal. If you have any questions, please do not hesitate to contact us at (847) 441-8780.

Your signature below will authorize this engagement.

Sincerely,  
KAUFMAN, HALL & ASSOCIATES, INC.

Agreed to:  
UNION COUNTY NORTH CAROLINA



Andrew J. Majka  
Partner and Chief Operating Officer

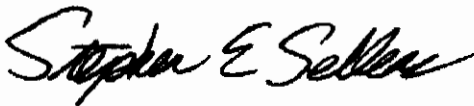
By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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



Michael J. Finnerty  
Senior Vice President



Stephen E. Sellers  
Vice President

**INSURANCE ADDENDUM**

Kaufman Hall currently maintains the insurance policies listed on the attached Certificate of Liability Insurance, incorporated herein by reference. Kaufman Hall will promptly inform the County should there be any changes during the course of the engagement to the indicated coverage or policies.

EXHIBIT A

SCOPE OF SERVICES FOR A NEGOTIATED TRANSACTION WITH A SINGLE PARTY

---

**Phase I – Transaction Planning and Development**

1. **Education on Strategic Partnerships**. Kaufman Hall will develop educational materials that will describe the strategic partnership process, common partnership structures available in hospital and health system transactions, and other background materials that will provide the board, management, and other constituents, as appropriate, with the necessary information to understand the strategic partnership process. Upon request, Kaufman Hall will make a presentation to the Board of Commissioners regarding the content of these educational materials.
2. **Development of Partnership Goals**. Through one or more on-site work sessions with the Board of Commissioners, as deemed necessary by the Board, Kaufman Hall will work closely with the County, and other constituents as appropriate, to understand its goals and objectives relative to the selection of a strategic partner. Kaufman Hall will utilize this information throughout the partnership process to ensure any transaction identified meets the County's goals and objectives.
3. **Develop Transaction Strategy**. Through one or more on-site work sessions with the Board of Commissioners, as deemed necessary by the Board, Kaufman Hall will assist the County in evaluating the benefits and drawbacks of the various transaction process strategies available to the County and will assist the County in selecting the optimal transaction strategy that will best achieve the goals and objectives of the strategic partnership. We will particularly focus on addressing how the lease with CMC-Union/Charlotte-Mecklenburg Hospital Authority affects the County's transaction strategy and strategic options.
4. **Review of Background Information**. Kaufman Hall will review relevant supplemental background information on CMC-Union. As appropriate, Kaufman Hall will have discussions with management regarding the organization's history, services, operations, facilities, medical staff, employees, utilization, and historical financial performance.
5. **Coordination of Activities**. Kaufman Hall will coordinate all aspects of the proposed transaction. Kaufman Hall will develop a transaction timetable and ensure the process continues according to this timetable. The timetable so developed shall be subject to approval by County management and will not extend for a period of more than thirteen (13) months, unless authorized by the County. The County acknowledges that circumstances out of the control of the County or Kaufman Hall may extend this engagement beyond the original timetable.

6. **Identify Target List of Proposed Partners.** Kaufman Hall will assist the County in outlining the parameters used to identify potential partners. Based on these parameters, Kaufman Hall will identify a comprehensive list of potential partners with the strongest rationale for partnering with the County. Kaufman Hall will present the list of potential partners to the County and work with the County to determine which potential partners will be included in the process.

After Phase I, should the County decide not to pursue a strategic partnership, this engagement will be completed. Should the County decide to further pursue a strategic partnership with one party, Kaufman Hall would provide ongoing financial advisory services as described below.

## **Phase II – Letter of Intent**

1. **Work with Parties for Negotiation.** Negotiations will be held with the party the Board determined best meets the transaction goals and objectives established by the County.
2. **Negotiate Letter of Intent.** Kaufman Hall will assist the County and legal counsel in negotiating the terms of a letter of intent with the selected partner. The letter of intent will include the material business elements and commitments from the selected Partner. The letter of intent will act as the blueprint for the development of the definitive agreements.

After Phase II, should the County decide not to pursue a strategic partnership, this engagement will be completed. Should the County decide to further pursue a strategic partnership, Kaufman Hall would provide ongoing financial advisory services as described below.

## **Phase III – Transaction Execution**

1. **Comprehensive Confirmatory Due Diligence.** Kaufman Hall will assist the County and legal counsel in coordinating the due diligence efforts to be undertaken by the selected partner. Additionally, as appropriate, Kaufman Hall will assist the County in the coordination of its due diligence review of the selected partner. To the extent that material due diligence issues arise, Kaufman Hall will work with legal counsel and the County in recommending and negotiating an appropriate resolution.
2. **Negotiate Definitive Agreements.** Kaufman Hall will assist legal counsel and the County in negotiating and executing definitive agreements with the selected partner. Kaufman Hall will ensure at all times that the negotiated structure and terms continue to meet the organizational goals and objectives of the County.
3. **Pre-Closing Requirements.** As appropriate, Kaufman Hall will assist legal counsel and the County with any conditions to close included in the definitive agreements.
4. **Obtain Necessary Government and Regulatory Approvals.** Kaufman Hall will assist legal counsel and the County in obtaining the government and/or regulatory approvals necessary to consummate the transaction.
5. **Closing.** Kaufman Hall will assist legal counsel and the County in closing the transaction.

Professional fees will be billed in equal monthly installments over the longer time period estimate for the particular phase. Upon receipt of a billing, the County reserves the right to review Kaufman Hall's work product to date to ensure that progress is consistent with the timetable established pursuant to Phase I, Step 5. Should a particular phase be completed earlier than the timing estimate, the total fees for that phase will be due upon the completion of that phase. Should the transaction take longer than 13 months to consummate, Kaufman Hall may request additional professional fees, but would only be entitled to additional fees upon the mutual agreement of the County.

	<u>Timing</u>	<u>Fees</u>
Phase I – Transaction Planning and Development	2 to 3 months	\$75,000
Phase II – Letter of Intent	2 to 4 months	\$150,000
Phase III – Transaction Execution	3 to 6 months	\$350,000

Because the County will pay \$37,500 per month during Phase I of this engagement, the parties understand and agree that it is possible that the County will have paid an amount in excess of \$75,000 for Tasks 1-6 of Phase I before electing to proceed with only one party. Therefore, if the County has paid an amount exceeding \$75,000 and elects to proceed with only one party prior to the development of the Confidential Descriptive Memorandum and Request for Proposal, then in such event any amount in excess shall be applied to the \$150,000 fee payable pursuant to Phase II, Letter of Intent, above.



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/22/2009

**PRODUCER**  
Dann Team  
Mesirow Insurance Services, Inc.  
1500 S. Lakeside Drive  
Bannockburn, IL 60015

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**  
Kaufman, Hall & Associates, Inc.  
5202 Old Orchard Road, Suite N700  
Skokie, IL 60077

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Hartford Casualty Insurance</b>	
INSURER B: <b>Hartford Insurance Co. Midwest</b>	<b>37478</b>
INSURER C: <b>Scottsdale Insurance Co.</b>	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	83SBAVU9575	08/30/09	08/30/10	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b>	83SBAVU9575	08/30/09	08/30/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS	hired non-owned					
<input checked="" type="checkbox"/> \$250 comp ded	hired non-owned					
<input checked="" type="checkbox"/> \$250 coll ded						
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	<b>EXCESS/UMBRELLA LIABILITY</b>	83XHUYH1505	08/30/09	08/30/10	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10,000					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	83WECIN7514	08/30/09	08/30/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$500,000
					E.L. DISEASE - EA EMPLOYEE	\$500,000
					E.L. DISEASE - POLICY LIMIT	\$500,000
C	<b>OTHER Professional</b>	EKS3008451	08/30/09	08/30/10	\$5,000,000 E&O \$50,000 ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Certificate is issued as Evidence of Coverage Only.

**CERTIFICATE HOLDER**

Evidence of Coverage Only

**CANCELLATION**

**10 Days for Non-Payment**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*John P. Hansen*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: 1/19/10

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

---

**SUBJECT:** Anson Water Agreement Update

---

**DEPARTMENT:** Public Works                      **PUBLIC HEARING:** No

---

**ATTACHMENT(S):**  
Draft Anson Water Agreement

**INFORMATION CONTACT:**  
Ed Goscicki  
Kai Nelson  
Jeff Crook

---

**TELEPHONE NUMBERS:**

---

704-292-4212  
704-283-3533  
704-283-3673

---

---

**DEPARTMENT'S RECOMMENDED ACTION:** Receive input from Anson County regarding draft revisions

**BACKGROUND:** The County Manager, Finance Director, Public Works Director, and Staff Attorney have worked through a number of proposed revisions to the Anson Water Agreement. The current draft is attached for the Board's review, and substantive changes are summarized below. Please let us know if you have any questions.

-- The current agreement expires "twenty (20) years from the date that water is first delivered by Anson through the new twenty inch (20") line to Union." Anson was to begin construction of this line not later than April 15, 1993, and UCPW estimates approximately one year for construction. Thus the estimated expiration date of the current contract is April 15, 2014. It is proposed that the new agreement extend until April 15, 2044.

-- In addition, it is proposed that the agreement automatically renew for two additional 10-year terms rather than four additional 5-year terms, and that the current requirement of a 1-year notice to avert automatic renewal increase to a 5-year notice.

-- Though retaining much of the original language, the document is structured as a new agreement rather than an amendment. This was done primarily to make it more readable. Relevant provisions from the 1992 Agreement pertaining to the 20" water line (for which Union County has remaining payments through May 1, 2013) are incorporated as Attachment 1 to the new agreement.

-- Anson would construct new improvements (the "Anson Improvements") to enable delivery to Union of six million gallons of water per day (6 MGD). It is proposed that Union participate in the cost of the Anson Improvements by paying 33% of Anson's costs. Anson would complete such improvements not later than January 1, 2014.

-- Union would construct new improvements (the "Union Improvements") in two phases. Phase I would enable Union to utilize up to 4 MGD. Construction of these improvements is currently underway, and Union would agree to completion of such improvements not later than July 1, 2011. Phase II would enable Union to utilize up to 6 MGD. The scope of Phase II improvements would be determined by the revised Master Plan, and it is anticipated that Phase II would be completed by July 1, 2013.

-- Union must currently purchase a minimum of 30 million gallons of water per month. It is proposed that this minimum remain in effect until completion of Phase I of the Union Improvements, at which time Union will be capable of receiving 4 MGD.

-- It is proposed that after completion of Phase I of the Union Improvements but prior to completion of both Phase II of the Union Improvements and the Anson Improvements, Union's minimum purchase requirement would increase from 30 to 40 million gallons of water per month.

-- It is proposed that after completion of both Phase II of the Union Improvements and the Anson Improvements, Union's minimum purchase requirement would increase from 40 to 60 million gallons of water per month.

-- If, during the period(s) that Union is obligated to purchase 40 and 60 million gallons of water per month, Anson is unable to supply Union with the contractually agreed amount of water per day (4 MGD and 6 MGD) on any day during a given month, then Union has no duty to purchase the minimum during that month and will pay only for actual water used.

-- Given Union's dependence on one or more major industrial/municipal customers for sale of water received from Anson, it is proposed that Union's monthly minimum purchase requirements be reduced commensurate with any reduction in use by a major industrial/municipal customer due to plant closure or cutbacks in operation.

-- The rate tables have been updated to indicate current rates.

-- It is proposed that Anson limit rate increases to the rate adjustments charged by Anson to the average customer in the rate class comprised of the largest number of metered customers.

-- Under the current agreement Anson may temporarily terminate service if Union fails to make payment by the 25th day of the month for water purchased the preceding month. It is proposed that late payment result in a 2% late fee per month, with temporary suspension of service resulting only after payment is more than six months overdue.

-- In addition to the duty to meet quantity and pressure requirements, it is proposed that Anson immediately take corrective action to address failure to meet quality standards. If the water does not meet applicable standards for 30 consecutive days, Union may implement additional treatment of Anson water and deduct the cost from payments due Anson.

-- It is proposed that as part of Phase I of the Union Improvements, Union construct a new metering station to replace the current meter. The station would be dedicated to Anson with the cost to Union being credited against Union's 33% obligation for payment of the Anson Improvements.

-- A force majeure provision has been added to allow temporary suspension of performance during times of natural disaster or similar events beyond the parties' control.

**FINANCIAL IMPACT:**

---

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

---

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

---

**Manager Recommendation:**

**UCLegal Draft 6 (1/14/10)**

**DRAFT**

**WATER AGREEMENT**

**BETWEEN**

**ANSON COUNTY, NORTH CAROLINA**

**AND**

**UNION COUNTY, NORTH CAROLINA**

STATE OF NORTH CAROLINA

COUNTY OF ANSON

AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between Anson County, a political subdivision of the State of North Carolina, hereinafter referred to as "Anson"; and Union County, a political subdivision of the State of North Carolina, hereinafter referred to as "Union";

RECITALS

Anson and Union have previously entered into Agreements for the sale by Anson and the purchase by Union of water; and

Anson and Union have agreed that it would be in the best interests and for the general welfare of the citizens of each county that Union continue to purchase water from Anson; and

In order to meet the anticipated future demands of Union and the citizens of Anson for water, it will be necessary to make certain improvements to the water systems of Anson and Union; and

Anson and Union desire to memorialize their Agreement in this matter.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

I. Construction of Improvements

(A) Anson's Twenty Inch Water Main

Pursuant to an agreement between Anson and Union dated April 7, 1992, as modified by Amendment dated March 8, 1993, (the "1992 Agreement"), Anson agreed to

commence construction not later than April 15, 1993, of either a twenty inch (20”) or twenty-four inch (24”) water main from Anson’s Wadesboro, North Carolina Silk Mill Hill Water Tank, to the Union County line, which line was required to tie into the Union water system at or adjacent to an agreed upon metering station. The purpose of construction of this water main was to enable Anson to provide to Union up to four million gallons of water per day (4MGD). Also pursuant to the 1992 Agreement, Union agreed to pay to Anson seventy percent (70%) of the “local costs” attributable to the construction of the twenty inch (20”) main pursuant to a schedule consistent with Anson’s financing agreement. The obligations of the parties, as stated in the 1992 Agreement, pertaining to this water main remain in full force and effect and are attached and incorporated herein by reference as Attachment 1 to this Agreement. Union’s final payment on the twenty inch (20”) water main is due on May 1, 2013, after which payment Union shall have no further obligation for payment of this line.

(B) Anson’s Additional Improvements

Anson agrees to construct such improvements to Anson’s water system as will enable delivery by Anson of six million gallons of water per day (6MGD) to Union at such point (the “Point of Connection”) as indicated in Attachment 2, attached and incorporated herein by reference. These improvements (the “Additional Anson Improvements”) are more particularly described as follows: (i) 51,000 linear feet of 24” water transmission main extending from the Ground Storage High Service Pumping Station (HSPS) at Clark Mountain Road to the existing 1 million gallon elevated water storage tank in Wadesboro; (ii) upgrade to the HSPS from the current pumping capacity of 10 MGD (of which Anson has contracted 4 MGD to Union) in order to match the



water treatment plant's permitted capacity of 16 MGD; and (iii) a Pressure Reducing/Pressure Sustaining Valve on the west side of Peachland in Anson County. Anson shall commence the Additional Anson Improvements not later than \_\_\_\_\_ and complete such improvements not later than January 1, 2014.

Union agrees to participate in the cost of the Additional Anson Improvements. Union's participation in the cost of the Additional Anson Improvements shall be thirty-three percent (33%) of the Local Costs of this project to Anson. "Local Costs" shall mean moneys appropriated and spent by Anson County for the construction of the Additional Anson Improvements, exclusive of any state or federal grant funds received for the project. These Local Costs shall include all sums actually expended by Anson County for the improvements, including labor, materials, and engineering fees, but shall not include the time of the staff of Anson County in overseeing the project. In the event Anson has previously incurred engineering fees in connection with the project that are to be shared by Union, such fees are as set forth in Attachment 3, attached hereto and incorporated by reference. Anson estimates the costs of the Additional Anson Improvements to be approximately Six Million, Two Hundred Thousand Dollars (\$6,200,000). Anson agrees to finance the Local Costs of this project in accordance with the provisions of G.S. 160A-20 and the improvements made shall be the property of Anson, subject only to the terms and conditions of this Agreement with Union. Anson must be able to obtain financing for this project on terms and conditions acceptable to both Anson and Union. Union specifically reserves the option to pay cash to Anson for its thirty-three percent (33%) share of the project costs as previously defined. In the event Union does not elect to pay cash for its portion of the project, then Union agrees to

pay thirty-three percent (33%) of the principal, interest and costs in connection with the financing as the same comes due and agrees to execute such documents as might be reasonably required by the entity financing the project. If Union elects to pay cash for its portion of the project, upon receipt of invoices approved by the project engineer Anson shall forward to Union a copy of the invoice. Union shall make payment to Anson for thirty-three (33%) of the invoice within ten (10) days of receipt of the invoice.

(C) Union's Improvements

Union agrees to construct such improvements to Union's system as will enable Union to utilize up to six million gallons of water per day (6MGD) delivered by Anson to the Union County Point of Connection. These improvements (the "Union Improvements") will be constructed in two phases.

Phase I, to allow Union to utilize up to four million gallons per day (4MGD), is more particularly described as follows: (i) construction of a new booster pumping station at the Union County/Anson County line and installation of approximately 30,000 linear feet of 24" pipe extending from the booster pumping station to Union's existing 1.0 MG elevated storage tank in Marshville; and (ii) construction of a second booster pumping station along Olive Branch Road in order to distribute the additional capacity to Union's existing 1.0 MG elevated tank along NC 218.

Union shall commence construction of Phase I of the Union Improvements not later than December 1, 2009, and complete such improvements not later than July 1, 2011. The scope of Phase II of the Union Improvements, to enable Union to utilize up to six million gallons per day (6MGD), will be determined from Union's Water and Sewer

Master Plan, which Union is currently undertaking. It is anticipated that Phase II of the Union Improvements will be completed by July 1, 2013.

(D) Water to be Sold Exclusively to Union

Union and Anson acknowledge that Union participated in the cost of the twenty inch (20") water main pursuant to the 1992 Agreement and is participating in the costs of the Additional Anson Improvements in order to ensure that it can provide water to its customers in Union County. Union will pay for its costs of construction and for the water purchased under this Agreement through charges for water to its customers. In order to ensure that Union will continue to have a water customer base with which to meet its obligations under this Agreement, Anson agrees that for the duration of this Agreement, and any extensions thereof, that it will not sell water to any other person or entity in Union County, North Carolina. This provision shall not apply to Anson's existing Agreement to provide water to the Town of Marshville up to one million gallons of water per day (1MGD) through its existing twelve inch (12") line. This provision also shall not apply to any residential customers located in Union County, which Anson County is presently servicing with water; however these services shall not be expanded in any manner, such as the addition of more customers on existing lines, or the sale of water to existing customers for resale to third parties. Anson may provide service to additional residential customers located in Union County only upon the express approval of the Union County Board of Commissioners.

2. Duty of Anson to Provide Water to Union

(A) Duty of Anson to Provide Water to Union Prior to Final Completion of the Additional Anson Improvements and Phase II of the Union Improvements

From the effective date of this Agreement until final completion of both the Additional Anson Improvements and Phase II of the Union Improvements, Anson shall provide water to Union in such amount as may be requested by Union, up to a maximum of four million gallons of water per day (4MGD). Prior to final completion of Phase I of the Union Improvements, Union shall be obligated to purchase thirty (30) million gallons of water per month from Anson, whether or not the water is actually received by Union. Following completion of Phase I of the Union Improvements but prior to final completion of both the Additional Anson Improvements and Phase II of the Union Improvements, Union shall be obligated to purchase forty (40) million gallons of water per month from Anson, whether or not the water is actually received by Union. Notwithstanding the foregoing, if, during the period that Union is obligated to purchase forty (40) million gallons of water per month, Anson is unable to supply Union with its contractually agreed four million gallons per day (4MGD) peak daily flow on any day during a given month, then in such event Union shall have no duty to purchase forty (40) million gallons per month and Anson shall bill, and Union pay, only for water actually used by Union during such month. The water furnished by Anson to Union under this paragraph will be supplied by Anson to the Point of Connection in Union County.

(B) Duty of Anson to Provide Water to Union Following Final Completion of the Additional Anson Improvements and Phase II of the Union Improvements

Following completion of both the Additional Anson Improvements and Phase II of the Union Improvements, Anson shall provide water to Union in such amount as may be requested by Union, up to a maximum of six (6) million gallons of water per day (6MGD). Following final completion of both the Additional Anson Improvements and

Phase II of the Union Improvements, Union shall be obligated to purchase sixty (60) million gallons of water per month from Anson, whether or not the water is actually received by Union. Notwithstanding the foregoing, if, during the period that Union is obligated to purchase sixty (60) million gallons of water per month, Anson is unable to supply Union with its contractually agreed six million gallons per day (6MGD) peak daily flow on any day during a given month, then in such event Union shall have no duty to purchase sixty (60) million gallons per month and Anson shall bill, and Union pay, only for water actually used by Union during such month. The water furnished by Anson to Union under this paragraph will be supplied by Anson to the Point of Connection in Union County.

(C) Reduction of Minimum Purchase of Water by Union

The parties understand and agree that Union's need for water from Anson depends to a large extent on the continued operation of one or more major industrial/municipal customers. For purposes of this paragraph, "major industrial/municipal customer" shall be defined as any customer located in the Yadkin Pee Dee drainage basin of Union County using in excess of 200,000 gallons of water per day. Therefore, notwithstanding the provisions in paragraph 2 obligating Union to purchase minimum monthly amounts of water whether or not actually received, such minimum monthly amounts shall be reduced on an annual basis commensurate with any reduction in use by a major industrial/municipal customer due to plant closure or cutbacks in operation.

3. Rates to be charged by Anson to Union for Water

Effective upon execution of this Agreement, the following metered rates shall apply to water sold on a monthly basis by Anson to Union pursuant to this Agreement:

First 3 Million Gallons:	\$1.6018/1000 gallons
Next 3 Million Gallons:	\$1.5818/1000 gallons
Next 3 Million Gallons:	\$1.5618/1000 gallons
Next 3 Million Gallons:	\$1.5418/1000 gallons
Over 12 Million Gallons:	\$1.5312/1000 gallons

These rates shall be subject to review and modification annually, with any changes to be effective on July 1 of each year; provided, however, that such rate adjustments for any component of the above rate schedule shall at no time be greater than the amount of percentage increase or decrease charged by Anson to the average water customer, as measured by water consumption, in the rate class comprised of the largest number of metered customers. Any proposed modification of the above rate schedule shall be presented to Union, in writing, for review and discussion at least sixty (60) days prior to the effective date. Copies of rate calculations and records utilized in the determination of such adjustments shall be available to Union for inspection during this review.

4. Invoicing and Payment for Water

Anson shall furnish to the Director of Public Works for Union, not later than the tenth (10<sup>th</sup>) day of each month, an itemized statement of the amount of water delivered to Union during the preceding month and the charges therefor and Union agrees to make payment by the 20<sup>th</sup> day of each month for the water purchased the preceding month. Union's failure to make payment by the 25<sup>th</sup> day of the month for water purchased the preceding month may result in an additional late fee of 2% of the current due payment per month for each month the payment remains outstanding. Payment for services more than six (6) months overdue may result in a suspension of service by Anson. Service will

be restored upon payment of the charges due, plus reasonable expenses actually incurred by Anson in connection with the termination and restoration of services.

5. Quality and Pressure of Water to be Furnished

Anson agrees to provide, at the Point of Connection between the Union and Anson water systems, treated water from its water system. This water shall meet or exceed all applicable requirements of federal and State statutes and regulations. Should the water quality fail to meet the required standards, Anson shall immediately take corrective actions to bring the water quality into compliance. If the water quality does not meet applicable standards for thirty (30) or more consecutive days, Union reserves the right to implement additional treatment of Anson water to meet applicable requirements of federal and State statutes and regulations. The capital and operating costs incurred by Union for this additional treatment will be deducted from the payments due to Anson by Union.

Anson agrees to furnish water to Union at a reasonably constant normal pressure as set forth in Attachment 4, attached hereto, which is incorporated herein by reference. Emergency failure of pressure or supply to main supply line breaks, power failure, floods, fire and use of water to fight fires, earthquake or other catastrophe shall excuse Anson from this provision for such reasonable period as may be necessary to restore service; provided, however, in the event of diminution of service, the services and supply of water to Union shall be reduced or diminished in the same proportion as Anson will reduce or diminish services to other customers of Anson, but no greater.

6. Operation of Water System by Anson

Anson shall at all times operate and maintain its system in an efficient manner and will take such action, including upgrade of its water plant, as may be necessary to furnish Union with the quantity and quality of water required pursuant to this Agreement. Temporary or partial failure to deliver water at the specified quantities and quality shall be remedied with all possible dispatch. Anson shall not be responsible for any interruption of water supplied under this Agreement if said interruption is caused by circumstances set out in paragraph 5, above. Upon interruption of the delivery of water by Anson to Union or upon any treatment process upset that could result in substandard water quality, Anson shall immediately notify Union of the cause of the interruption or upset, the anticipated duration, and the measures undertaken to correct the interruption or upset. Notwithstanding the fact that Union is relieved of payment of a monthly minimum during months in which Anson is unable to meet the peak daily flow required pursuant to this Agreement, both parties retain all remedies available pursuant to applicable law in the event of breach of this Agreement by the other party.

7. Measurement of Water Delivered to Union

Water purchased by Union from Anson shall be delivered by Anson to Union at the point on the Anson-Union county line where meters measuring the quantity of water delivered are currently located. As part of Phase I of the Union Improvements, Union shall construct a new metering station, to replace the current meter, and Union shall dedicate this new metering station to Anson. The cost of construction of this new metering station shall be credited from the Local Costs of the Anson Improvements allocated to Union. The current and new metering equipment shall be calibrated at Anson's expense whenever requested by Union, but not more frequently than every



twelve (12) months. A meter registering more than two percent (2%) above or below the test result shall be deemed to be inaccurate. The previous readings at any meter disclosed by tests to be inaccurate shall be corrected for the six (6) months previous to the test in accordance with the percentage of inaccuracy found by such tests; provided, however, in the event the approximate time of a malfunction of the meter can be determined, then the readings will be corrected for that period of time. If any meter fails to register for any period of time, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure unless Anson and Union agree upon a different amount. The metering equipment shall be read by Anson within four (4) days of the end of each month.

8. Duration of Agreement

This Agreement shall commence as of the date of execution and shall continue until April 15, 2044. This Agreement shall automatically renew for two (2) additional successive periods of ten (10) years each, unless one party shall give notice to the other, in writing, of its intent to terminate the agreement at the end of the original term, or the end of one of the extended terms. Such notice in order to be effective must be given at least five (5) years prior to the expiration of the term then in effect.

In the event that Anson should elect not to renew the Agreement at the end of the original term, or any extensions thereof, Anson agrees that it will not sell water to a person or entity, other than Union, in Union County, North Carolina, without first offering to sell the water to Union upon the same terms and conditions offered to such person or entity. Anson shall notify Union that it intends to enter into an Agreement with a person or entity other than Union, and shall attach to that notice a copy of the proposed

Agreement with such person or entity. Union shall then have sixty (60) days from receipt of Anson's notification, in which to notify Anson that it agrees to purchase water under the same terms and conditions as provided in the proposed agreement with the third party. In the event that Union fails to so notify Anson of its intent to purchase water in accordance with the proposed Agreement with the third party, then Anson shall be free to enter into the Agreement with the third party.

9. Resolution of Disputes Other than Payment and Conditions Precedent

It is the intent of the parties that the provisions of this Article are mandatory, and that the parties shall attempt to resolve all disputes arising under this Agreement by following the procedures hereinafter set forth prior to any litigation being commenced.

Upon the occurrence of one of the following, the Parties shall create a Dispute Resolution Committee: (1) One party shall contend that the other party is in default under the provisions of this Agreement; or (2) the Parties cannot agree on a decision necessary for the continuance of this Agreement. Prior to a declaration that the other party is in default, or upon a deadlock between the Parties on a decisions necessary for the continuance of this Agreement, one of the Parties shall activate the Dispute Resolution Committee by giving written notice to the other party. This notice shall contain the following information: (1) The nature of the default or deadlocked issue; (2) The designee of that party to sit on the Dispute Resolution Committee; (3) Notification to the other Party that they are required to designate a party to sit on the Dispute Resolution Committee within 48 hours of the receipt of the notice; and (4) That the two persons designated to sit on the Dispute Resolution Committee shall confer within 24 hours of each party naming its representative to the Committee to name a third party to sit on the

Dispute Resolution Committee. This Committee shall then proceed to attempt to resolve the dispute as hereinafter set forth.

Once all three members of the Dispute Resolution Committee have been selected, then the Committee shall advise both parties in writing of the nature of the dispute, and request that both parties submit to the Committee a written statement of their respective positions on the matter. The parties shall then mail a copy of their statement to each of the Committee, within 48 hours of receipt of the notice from the Committee. Each party shall have the right to submit to the Committee whatever documentation supporting its position that it deems necessary to properly present its position. The Committee shall, within 48 hours of receipt of the Parties' statements schedule a meeting where all three of the members of the Committee shall be present. The Committee shall make a decision resolving the dispute by majority vote. The decision of the Committee shall be made in writing and mailed to each of the parties. Unless one of the parties shall file written objection to the decision with each member of the Committee within 7 days of receipt of the decision of the Committee, then the decision of the Committee shall be final and binding upon both of the parties.

In the event that one of the parties files written objection to the decision of the Committee as provided above, then either party shall have the right to litigate the matters which were presented to the committee.

The parties may by written waiver, signed by both parties to the Agreement, waive the provisions of this Article.

10. Records to be made available to Union

Anson will make available for inspection to representatives of Union at all times its records to the end that Union's representatives may audit all records of Anson to verify the actual amounts charged to Union are in compliance with the terms of this Agreement. Union will also have the right to have its representatives inspect any improvements made to the Anson water system under this Agreement, and to have its engineers examine such improvements used in serving Union under this Agreement to the end that Anson and Union will work with each other to provide quality water at the lowest possible cost to the customers of Anson and Union.

11. Headings

Paragraphs, headings, titles and captions contained in this Agreement are inserted only for convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

12. Regulatory Bodies

Anson and Union through this Agreement seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of North Carolina. This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto past or future promulgated by the United States of America, the State of North Carolina, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agent of any of them; provided, however, that this clause shall not be construed as waiving the right of any party hereto to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Agreement.

13. Change of Law

The terms and conditions of this Agreement and the mutual covenants made between the parties are based upon existing law as of the date of this Agreement. All terms and conditions herein are intended to be absolute conditions hereof and are agreed to by all parties. It is the intent of the parties that this Agreement shall establish vested rights in each of the parties, which would not be abrogated by any changes in the laws of the State of North Carolina, or of the United States of America. In the event that the laws of the State of North Carolina or the laws of the United States of America should be changed so as to impair the abilities of the parties to perform their obligations under this Agreement, then the parties agree that they will renegotiate this Agreement. The renegotiated Agreement shall be upon substantially the same terms and conditions, with the exception that any provisions which have been affected by changes in State or Federal law shall be modified so as to not violate any new law. In the event that the Agreement cannot be modified to meet the requirements of State or Federal law, then this Agreement shall be terminated.

14. Force Majeure

Neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cause or event beyond the control of the party being released hereby (“Force Majeure”), including but not limited to acts of God, acts or omissions of civil or military authorities (acting in their sovereign, but not in their contractual, capacity), floods, torrential rainfall, other severe or unusual weather or climatic conditions, which would exist for a substantial period of time and would have an affect so as to substantially impair the completion deadline, epidemics, quarantines, other

medical restrictions or emergencies, defects or failures in equipment or materials owned or supplied by the other party, strikes or other labor actions, embargoes, wars, civil disobedience, riots, terrorism, or of governmental rationing of fuel and/or power which would result in a severe shortage thereof, which would substantially impair the proposed completion deadline.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonable possible once the Force Majeure is overcome or ameliorated.

15. Applicable Law

This Agreement and any disputes which shall arise hereunder shall be governed by the laws of the State of North Carolina.

16. Designation of Venue

The Parties do hereby confer exclusive jurisdiction over any disputes which shall arise under this Agreement upon the General Courts of Justice for the State of North Carolina, sitting in either Anson or Union Counties.

17. Notices

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if mailed by United States of America certified or registered mail, return receipt requested, postage prepaid, to the following addresses:

Anson County, North Carolina  
c/o County Manager  
Anson County Courthouse  
Wadesboro, NC 28170

with copy to:

Mr. George C. Bower, Jr.  
111 East Wade Street  
Wadesboro, NC 28170

Union County Manager  
500 N. Main St.  
Room 925, 9<sup>th</sup> Floor  
Monroe, NC 28111

With copies to:

Union County Public Works Director  
500 N. Main St.  
Room 501  
Monroe, NC 28112

Senior Staff Attorney  
500 N. Main St., Suite 826  
Monroe, NC 28112

A Party may change its address by giving notice in writing stating its new address to all other Parties.

18. Severability and Waiver

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement and the application of such provision to other persons or

circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Provided, however, that if the provision which has been declared invalid or unenforceable shall be a provision that would prevent the continued operation of this Agreement, then the parties agreed that they will renegotiate this Agreement. The renegotiated Agreement shall be upon substantially the same terms and conditions, with the exception of the provisions which have been declared invalid or unenforceable, and with respect to such provision agree to substitute a substantially similar provision which is not invalid or unenforceable. No action, or failure to act by either party shall constitute a waiver of any provisions of this Agreement unless such waiver be in writing, and signed by the party to be charged with an act of waiver.

19. Non-Assignability

Except as hereinafter provided, no Party may sell, transfer, assign or otherwise transfer or mortgage, hypothecate or otherwise encumber or permit or suffer any encumbrance of all or any part of their interest in this Agreement, unless approved in writing by all of the Parties. Any attempt to so transfer or encumber any such interest shall be void. Neither party may assign or delegate any of its duties or obligations to a third party, without the express written consent of the other party. Provided, however, that in the event that either Union or Anson shall merge its utilities operations with any other political subdivision of the State of North Carolina, then, and in that event, Union or Anson shall have the right to assign this Agreement, in its entirety to the entity created by the merger(s) of such utility systems, without the consent of the other party. Provided, further, that the party merging its utilities systems shall notify the other party, in writing, at least 180 days prior to the effective date of such a merger of utilities operations.



20. Execution in Counterparts

This Agreement is or may be executed in duplicates, each of which shall be deemed an original but all of which shall constitute but one instrument. The Agreement shall be deemed fully executed when both Parties have executed at least one copy of the Agreement, regardless of whether or not all Parties have executed the same copy.

21. Modification and Amendment

Any change, amendment or modification to this Agreement must be in writing and fully executed by both parties to this Agreement in order to be valid and enforceable.

22. Entire Agreement

This Agreement shall constitute the entire Agreement and understanding between the parties and shall supersede the 1992 Agreement, except as otherwise expressly stated herein. Any prior or contemporaneous oral or written agreements or understandings with respect to any matters expressed or addressed herein shall be deemed merged into this Agreement and shall be of no force and effect. Notwithstanding, this Agreement may include amendments or modifications and such amendments or modifications, if in compliance with Article 21, above, shall be considered a part of this Agreement and included in the entire Agreement.

23. Authority to Bind

The undersigned, on behalf of the Parties to this Agreement, by their signatures, purport to bind, covenant, represent and warrant that they have the authority of their principal to bind it to the terms, covenants and conditions of this Agreement.

24. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective lawful successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals, the date and year first above written.

ANSON COUNTY, NORTH CAROLINA

\_\_\_\_\_  
Chairman of Board of Commissioners

ATTEST:

\_\_\_\_\_  
Clerk  
(SEAL)

UNION COUNTY, NORTH CAROLINA

\_\_\_\_\_  
Chairman of Board of Commissioners

ATTEST:

\_\_\_\_\_  
Clerk  
(SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF UNION

This is to certify that before me, a Notary Public of said county, personally appeared this day Lynn G. West, with whom I am personally acquainted, who being by me duly sworn, says that she is Clerk to the Board of County Commissioners for Union County, North Carolina and that \_\_\_\_\_, is the Chairman of the Board of County Commissioners for Union County, North Carolina; that she knows the common seal of the said county, and the name of the county was subscribed thereto and said common seal was affixed, all by order of the Board of County Commissioners for Union County, North Carolina and that the said instrument is the act and deed of said county.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

My commission expires:

STATE OF NORTH CAROLINA  
COUNTY OF UNION

This is to certify that before me, a Notary Public of said county, personally appeared this day \_\_\_\_\_, with whom I am personally acquainted, who being by me duly sworn, says that she is Clerk to the Board of County Commissioners for Anson County, North Carolina and that \_\_\_\_\_, is the Chairman of the Board of County Commissioners for Anson County, North Carolina; that she knows the common seal of the said county, and the name of the county was subscribed thereto and said common seal was affixed, all by order of the Board of County Commissioners for Anson County, North Carolina and that the said instrument is the act and deed of said county.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

My commission expires:

## ATTACHMENT 1

### Obligations of Anson and Union Regarding 20" Water Main Constructed Pursuant to 1992 Agreement

#### Section 1 of April 7, 1992, Agreement

1. Construction of Twenty Inch Water Main. Anson agrees to construct a twenty inch (20") water main from the Wadesboro, North Carolina Silk Mill Hill Water Tank, to the Union County line, which line shall tie into the Union County water system at or adjacent to the present metering station. Union agrees to participate in the cost of construction of this line. Union's participation in the cost of the twenty inch (20") water line shall be seventy percent (70%) of the local costs of this project to Anson. "Local costs" shall mean moneys appropriated and spent by Anson County for the construction of the twenty inch (20") water line, exclusive of any state or federal grant funds received for the project. These costs shall include all sums actually expended by Anson County for the improvements, including labor, materials, and engineering fees, including fees previously incurred in connection with the project as set forth in Exhibit A, attached hereto, but shall not include the time of the staff of Anson County in overseeing the project. Anson agrees to finance this project in accordance with the provisions of G.S. 160A-20 and the improvements made shall be the property of Anson, subject only to the terms and conditions of this Agreement with Union. Anson must be able to obtain financing for this project on terms and conditions acceptable to both Anson and Union. Union specifically reserves the option to pay cash to Anson for its seventy percent (70%) share of the project costs as

previously defined. In the event Union does not elect to pay cash for its portion of the project, then Union agrees to pay seventy percent (70%) of the principal, interest and costs in connection with the financing as the same comes due and agrees to execute such documents as might be reasonably required by the entity financing the project. Upon receipt of invoices approved by the project engineer, Anson shall forward to Union a copy of the invoice. Union shall make payment to Anson for seventy percent (70%) of the invoice within 10 days of receipt of the invoice.

**Section 1 of the March 8, 1993, Amendment to the April 7, 1992, Agreement**

1. Paragraph 1 of the [April 7, 1992]Agreement is supplemented by the following:

1. Construction of Twenty Inch Water Main. Anson agrees to construct a twenty inch (20") water main from Anson's Wadesboro, North Carolina Silk Mill Hill Water Tank, to the Union County line, which line shall tie into the Union water system at or adjacent to the present metering station. Construction of the line shall commence no later than April 15, 1993. Union agrees to participate in the cost of construction of this line as follows:

a. The entire "local costs" of the project shall be financed by Anson, pursuant to the provisions of G.S. 160A-20 upon the terms and conditions set forth in the financing documents entered into between Southern National Leasing Corp. and Anson County, copies of which are attached hereto, marked as Exhibit 1, and which are incorporated herein by reference. Anson shall close on the loan with Southern National Leasing Corp. by April 15, 1993. Anson shall be the party procuring the financing from Southern

National Leasing Corp., and Union shall not be party to any financing agreement or other documents pertaining to the financing, and Union's sole financial obligation in connection with the construction of the twenty inch (20") water main shall be to Anson under the terms of this Agreement. Union agrees that it will, upon request, provide to Anson or Southern National Leasing Corp. copies of any public documents which Union County now generates in the normal course of business which may be required by Southern National Leasing Corp.

- b. It is the intent of this Agreement that Union will pay seventy percent (70%) of the "local costs" attributable to the construction of the twenty inch (20") line. In the event that Anson elects to construct the twenty-four inch (24") line instead of the twenty inch (20") line, then the payments which Union shall make to Anson as set forth in subparagraphs c through h, below shall be based upon seventy percent (70%) of the "local costs" for the twenty inch (20") line. The parties agree that the determination of the additional costs attributable to the construction of the twenty-four inch (24") line shall be made by the project engineers, Hobbs & Upchurch.
- c. Union agrees to pay to Anson a sum equal to seventy percent (70%) of the principal payments due from Anson to Southern National Leasing Corp. under the Installment Purchase Contract. These payments shall be paid by Union to Anson at least five (5) business days prior to the payments being due from Anson to Southern National Leasing Corp. Anson agrees to provide Union with a schedule showing when payments are due under the Installment Purchase Contract, within thirty (30) days following the execution of a final Installment Purchase Contract by Anson.
- d. Union agrees to pay to Anson, in addition to the payments due under subparagraph c, above a sum equal to the lesser of the following: (1) seventy percent (70%) of the actual interest due upon each payment due under the final Installment Purchase Contract between Anson and Southern National Leasing Corp.; or (2) seventy percent (70%) of the amount of interest due upon each payment due under the final Installment Purchase Contract between Anson and Southern National Leasing Corp., computed at the rate of six percent (6%) per annum. These payments

shall be paid by Union to Anson at least five (5) business days prior to the payments being due from Anson to Southern National Leasing Corp.

- e. All interest which shall accrue upon the construction escrow account established under the Installment Purchase Contract for the disbursement of funds during the construction of the water line shall be applied to the debt service, and shall accrue to the benefit of Union County seventy percent (70%) and Anson County thirty percent (30%).
- f. Anson warrants that it can comply with all terms and conditions of the Installment Purchase Contract, and any other requirements of Southern National Leasing Corp.
- g. In the event that Anson shall elect to prepay the debt to Southern National Leasing Corp., then Union shall have the option of: (1) continuing to make payments to Anson in accordance with the provisions of subparagraphs c and d; or (2) to pay to Anson seventy percent (70%) of the then existing principal balance on the loan from Southern National Leasing Corp., together with any accrued interest upon the seventy percent (70%) of the then existing principal balance due to Southern National Leasing Corp., as computed in accordance with the provisions of subparagraph d, above. In the event that Anson shall be charged any prepayment penalty or premium, for the early payment of the debt to Southern National Leasing Corp., then Union shall not be responsible for any portion of such charges.
- h. Union shall have the right to prepay all or any portion of its seventy percent (70%) of the "local costs" for the construction of the twenty-inch (20") water main at any time prior to the completion of the construction of the water main. In the event that Union elects to prepay a portion of its share of the costs of the water main, then the parties shall recompute Union's percentage of the "local costs" which remain unpaid. Union's new percentage of the "local costs" shall be computed by subtracting the amount of the prepayment from Union's original seventy percent (70%) share of the "local costs" (Union's new gross cost). Union's new gross cost shall then be added to the total dollar amount of Anson County's share of the "local costs" and this total shall be divided into Union's new gross cost

to determine Union's new percentage which shall be used in lieu of seventy percent (70%) in determining the amounts that Union shall pay under subparagraphs c and d.

- i. In the event that Anson shall elect to restructure their financing, then Union's payments pursuant to subparagraphs c and d shall then be due five (5) business days before the new payment dates which shall be no sooner than the dates for Union's payments to Anson to be due under the original financing with Southern National Leasing Corp. In the event that Anson County shall restructure the loan to be with Southern National Leasing Corp. then Anson agrees that no additional monies shall be borrowed; that none of the costs of the restructuring of the loan shall be borne by Union; that Union's payments to Anson shall be no greater in amount, nor more frequent than under the terms of the Southern National Leasing Corp. loan; and that any reduced interest rate shall inure to the benefit of Union pursuant to the provisions of subparagraph d.
- j. Time shall be of the essence in the performance of all obligations of the parties under this Paragraph 1.

- 2. By adding Paragraph 1(a) to the Agreement, to read as follows:

1(a) Construction of Twenty-four Inch Water Line. Anson shall have the right to construct a twenty-four inch (24") water line in lieu of the twenty inch (20") water line provided for in paragraph 1. In the event that Anson decides to construct a twenty-four inch (24") water line, then Anson shall be responsible for all costs incurred in changing the size of the water line, including any additional engineering fees and construction costs.



**EXHIBIT A**

**COSTS EXPENDED BY ANSON COUNTY ON PROJECT  
[INITIAL WATER MAIN PURSUANT TO 1992 AGREEMENT]**

**[Attach original Exhibit A to 1992 Agreement]**

**EXHIBIT 1**  
**[FINANCING DOCUMENTS ENTERED INTO BETWEEN SOUTHERN**  
**NATIONAL LEASING CORP. AND ANSON COUNTY]**

**[Attach hard copies]**

**ATTACHMENT 2**  
**POINT OF CONNECTION**

**[Ed to describe]**

**ATTACHMENT 3**

**COSTS EXPENDED BY ANSON ON ENGINEERING FEES  
FOR ADDITIONAL ANSON IMPROVEMENTS**

**[Ed to provide, if any]**

**ATTACHMENT 4**

**WATER PRESSURE REQUIREMENTS**

**[Ed to provide]**

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: January 19, 2010**

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

**SUBJECT:** Earth Day

---

**DEPARTMENT:** Public Works

**PUBLIC HEARING:** No

**ATTACHMENT(S):**

**INFORMATION CONTACT:**  
Ed Goscicki

**TELEPHONE NUMBERS:**

704 296-4212 (Goscicki)

---

**DEPARTMENT'S RECOMMENDED ACTION:** Endorse our continued participation as a joint sponsor and organizer of an Earth Day festival with the City of Monroe and authorize staff to proceed with planning and coordination as required.

**BACKGROUND:** Union County and City of Monroe would like to collaborate a public outreach and education event that promotes environmental stewardship as well as "green" and healthy living practices. The event is tentatively being planned to take place Saturday, April 17, 2010, from 8:00 AM thru 2:00 PM in downtown Monroe. We anticipate the event to be more successful than last year. The most significant addition to this year's event is a 5K run through the streets of Monroe with proceeds benefiting Union County Habitat for Humanity.

The event is being organized by Staff from the City and County and open to public and private sector entities promoting environmental programs and "green" products. Local businesses and agencies that are expected to participate in this event include, but are not limited to : Master Gardeners, US Forest Service, Wingate University Environmental Club, UCPW, CoM Stormwater, American Chemical Society, UC Environmental Health, a Beekeeper, Boggs Paving, Sherwin-Williams, Union Power, Berry Plastics, Blu Moon Café and Brusters Ice Cream.

Anticipated activities include: a children's fun run, a 5k walk/run, face painting, educational booths, environmental demonstrations, exhibits, food vendors, earth friendly games, live music, door prizes, earth friendly vehicle displays, an Earth Day logo contest, a costume contest and poem readings from Union County Elementary Students.

This event will also be utilized as a community outreach for the collection and proper disposal of household hazardous waste (HHW), electronics, tires, motor oil and other items that require environmentally safe disposal. UCPW will establish collection centers at the event. The centers will be staffed by our contract vendors for these services and volunteers. Transport and disposal

of materials collected will be through our existing contractors.

HHW disposal is open to all Union County residents. The central location of the event provides reasonable access to the service from all areas of the County. At last years Earth Day approximately 25,000 pounds of HHW was collected and properly disposed of at a cost of \$15,027.00 to the County. Similar results are anticipated this year. UCPW budgets \$30,000 for this 1-day HHW disposal event.

Union County Habitat for Humanity has offered to assist with the overall organization and coordination of this years event including the 5k run. School environmental clubs, Safe and Drug Free Schools and CMC Union have also shown an interest in participating in the event by setting up educational dispalys and/or providing volunteers.

Manpower for the event will be provided by vendors and volunteers. Local business will be solicited for donations to cover ancillary costs such as drinking water for volunteers and arts and craft supplies. The only significant expense is anticipated to be HHW disposal.

We plan to advertise the event through handouts at the schools, on the Government channel, on the City and County websites, electronic message boards, press releases, billing inserts, the Countyview, and the student newsletters at local colleges.

**FINANCIAL IMPACT:** Costs are shared by the County and City. County funds are available in approved budgets - no special or additional funding is required. The only significant anticipated cost is for Household Hazardous Waste (HHW) disposal. Last year approximately 25,000 pounds of HHW was collected and disposed of at a cost to the County of \$15,027.00. A similar HHW disposal cost is anticipated this year. All labor will be volunteer and therefore no cost associated with it.

---

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

---

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

---

**Manager Recommendation:**

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: January 20, 2010**

**Action Agenda Item No. 10a**

(Central Admin. use only)

**SUBJECT:** Executive Recruitment for Finance Director

---

**DEPARTMENT:** Personnel

**PUBLIC HEARING:** No

---

**ATTACHMENT(S):**  
Proposal:  
The Waters Consulting Group, Inc.

**INFORMATION CONTACT:**  
Mark Watson

---

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

---

---

**DEPARTMENT'S RECOMMENDED ACTION:**

1. Accept the proposal from The Waters Consulting Group Inc. to conduct an executive recruitment for Finance Director.
2. Authorize the County Manager to execute the Agreement for Services pending legal review.

**BACKGROUND:**

Finance Director, Kai Nelson has announced his intention to retire from local government service with Union County soon after 2009/2010 fiscal year end.

Staff has gathered information concerning current and recently completed local government finance officer recruitments in North Carolina. Specialized experience requirements and prevailing poor economic conditions have presented significant recruitment challenges that have resulted in local governments extending their efforts well beyond the normally expected recruitment period.

Given the current recruitment climate, staff recommends the engagement of an executive recruiting firm with extensive, recent experience in local government finance officer recruitment.

The County previously solicited Requests for Qualifications (RFQ) from executive recruiting firms in conjunction with county management and department head level recruitments.

Waters Consulting was recently selected from among those firms to conduct the Union County Public Works Director recruitment.



Staff requested and received a proposal from Waters Consulting to perform the finance director recruitment. Waters recruitment project timeline is 13 weeks from start to final interviews. They estimate that a list of qualified finalists will be presented for consideration within 80 days of the candidate profile and recruitment brochure being approved by the County.

Senior Consultant, Andrea Sims was assigned by Waters to perform the Union County Public Works recruitment. Waters proposes to assign her to the finance recruitment as well. Mrs. Sims recruited and successfully filled the Mecklenburg County Finance Director position in 2007. Most recently she successfully completed the recruitment of the Broward County (Florida) Finance Director (December 2009). Mrs. Sim's biographical description is located on page 12 of the proposal.

**FINANCIAL IMPACT:** Professional Recruiting Fee of \$15,500 plus project related expenses not to exceed \$7,500. Funds are available within the Finance Department to incur the expense having been transferred from debt service savings. The funds transfer will appear on the next monthly funds transfer report issued by the Finance Department.

---

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

---

---

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

---

**Manager Recommendation:**

**UNION COUNTY - CONTRACT CONTROL SHEET**

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

**DEPARTMENT**

**EVERY FIELD IN THIS SECTION MUST BE COMPLETED**

2416

Party/Vendor Name: The Waters Consulting Group Inc.

Party/Vendor Contact Person: Charles Anderson Contact Phone: 972-481-1950

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

Address: 5050 Quorum Drive, Suite 625 City: Dallas State: Texas Zip: 75254

Department: Personnel Amount: \$23,000

Purpose: Executive Recruitment for Finance Director

Budget Code(s)(put comma between multiple codes): TBD (Finance)

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

TYPE OF CONTRACT: (Please Check One)  New  Renewal  Amendment Effective Date: January 20, 2010

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

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

Department Head's Signature: *Will Mottram* Date: 1-6-10

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

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

Approval by Manager per authorization of Board

Date of Board authorization: 1/19/10 Attorney's Signature: *Jeffrey L. Conrad*

Approval by Manager subject to authorization by Board  Date: 1/19/10

Date Board authorization requested: 1/19/10

Clerk to confirm authorization given

Use Standard Template  **RISK MANAGEMENT**

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

OR See Working Copy  OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

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

Risk Manager's Signature: *Leah Pelt* Date: 1/21/10

**INFORMATION TECHNOLOGY DIRECTOR**

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

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

IT Director's Signature Date: \_\_\_\_\_

Date Received: \_\_\_\_\_ **BUDGET AND FINANCE**

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

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

Budget Code: \_\_\_\_\_ Vendor No.: \_\_\_\_\_ Encumbrance No.: \_\_\_\_\_

Notes: \_\_\_\_\_

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

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

Finance Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CLERK**

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

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

Attorney  Information Tech. Director  Other: \_\_\_\_\_

**COUNTY MANAGER**

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

County Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## AGREEMENT FOR SERVICES

Agreement made this \_\_\_\_ day of January 2010 (the "Effective Date") between Union County, North Carolina, hereafter referred to as "the Client", and The Waters Consulting Group, Inc., hereafter referred to as "WCG"

### RECITALS

The Client has its principal place of business at 500 North Main Street, Suite 130 Monroe, North Carolina 28112. WCG has its principal place of business at 5050 Quorum Drive, Suite 625, Dallas, Texas 75254. WCG provides services to clients across the nation in the field of wage and salary system development, performance assessment and management, executive recruitment and other related human resource services; therefore, the Client engages the executive recruitment services of WCG; and in consideration of the promises herein contained, both parties agree to the following:

### TERM

1. This Agreement shall be for the period necessary for successful completion of the project, commencing on the Effective Date. WCG understands and agrees that is the intent of this Agreement that the Client may terminate at any time and for any reason upon ten (10) days written notice, and in such event, WCG will earn payment only for such services as satisfactorily performed prior to termination. WCG shall earn payment for completed phases in accordance with the percentages of fee as set forth in Section 3 of this Agreement and for a partially complete phase in accordance with the following: WCG shall earn payment for services satisfactorily performed prior to notification in an amount which bears the same ratio to the total compensation for the Phase in which termination occurred as the services actually performed bear to the total services for such Phase, less any payments previously made. Because payments for Phases I to III are made by the Client in advance rather than arrears, WCG shall refund to the Client such amount as has not been earned if termination occurs prior to completion of a given phase. WCG shall not terminate this Agreement except for material breach by the County. Upon termination for any reason, WCG shall provide to the Client copies of all work product generated by WCG in providing services pursuant to this Agreement.

---

**SCOPE OF PROFESSIONAL SERVICES**

---

2. WCG will provide professional services in the area of an executive recruitment for the position of Finance Director. This Agreement includes WCG's commitment to provide all elements of the recruitment process, services, and conditions described in our Proposal dated December 11, 2009, attached and incorporated herein by reference.
- 

**PROFESSIONAL FEE AND EXPENSES**

---

3. The professional fee is \$15,500.00 for services provided in accordance with the Proposal. Project-related expenses are additional and include, but are not limited to consultant travel, production/distribution of the recruitment brochure and other printing and shipping requirements, advertising, long distance telephone fees, background checks, and candidate assessments (i.e. CareerNavigator™). WCG shall bill the Client for project related expenses at WCG's actual cost, without multiplier. Project-related expenses shall not exceed \$7,500.00 without written amendment hereto. WCG will not be responsible for travel expenses by the Finalists for on-site interviews. The Client will make payments for the project upon receipt of an invoice submitted by WCG. Payment to WCG is expected within 30 calendar days of receipt by the Client's Finance Office. All invoices will be forwarded to Mr. Mark Watson, Personnel Director, for processing unless otherwise directed. For reporting purposes, WCG's tax identification number is 75-2272138. The professional fees will be billed in four installments; 30% of the fee will be billed at the beginning of the search; 30% at the implementation of Phase II; 30% at the implementation of Phase III; and the final 10% upon acceptance of offer by the candidate.

<i>PHASE</i>	<i>DESCRIPTION OF PROFESSIONAL SERVICES</i>
Phase I	Task 1 – Candidate Profile Development/Advertising/Marketing (includes one day on site by Lead Consultant) Task 2 – Identify Quality Candidates
Phase II	Task 3 – Preliminary Screening for Semi-Finalists & Initial Report to Client Task 4 – Reference Checks, Background Checks, and Academic Verifications
Phase III	Task 5 – Final Process/On-Site Interviews with Finalists (includes two days on site by Lead Consultant)
Conclusion	Acceptance of offer by candidate

TOTAL PROFESSIONAL FEE	\$15,500.00
------------------------	-------------

<i>OPTIONAL SERVICES FOR CONSIDERATION</i>	<i>FEE</i>
Additional work related to the recruitment process and as specifically requested by the client which is outside of the scope of this project (i.e. additional onsite meetings) is additional. The fixed professional fee for this recruitment anticipates no more than three onsite consulting days with one consultant. However, we would be pleased to provide additional onsite consulting visits for our standard daily rate of \$1500 plus expenses.	\$1500.00 per consulting day plus expenses

#### **ADDITIONAL PLACEMENTS**

4. If candidates from this recruitment process are selected for another position by the Client, within one year of the close of the recruitment, a fee of 50% of the above mentioned fee amount will be due to WCG.

#### **TRIPLE GUARANTEE**

5. (1) A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of Finalists, Waters-Oldani will work to identify a supplemental group until you find a candidate to hire with no additional professional fee, but only for project-related expenses; (2) Your executive recruitment is guaranteed for two years against voluntary resignation by or termination for cause of the candidate. Within the first year, the replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. During the second year, the replacement recruitment is reduced to 50% of the professional fee plus project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. Additional services include a performance appraisal and review after 12 months of service of the appointed candidate, with no professional fee charged to you. If you elect to use this service, the only cost you would incur would be the reimbursement for any project-related expenses; and (3) Waters-Oldani will not solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

---

**DEVOTION OF TIME**

---

6. WCG shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of all project phases. WCG warrants that it will perform all work in a competent and professional manner in accordance with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 

---

**ENTIRE AGREEMENT**

---

7. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.
- 

---

**AMENDMENT**

---

8. This Agreement may be amended by the mutual agreement of the parties hereto in writing and must be attached to and incorporated into this Agreement.
- 

---

**LEGAL CONSTRUCTION**

---

9. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.
10. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

---

## INSURANCE AND INDEMNIFICATION

---

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

- A. **WORKERS' COMPENSATION**  
Statutory limits covering all employees, including Employer's Liability with limits of:
- |           |                         |
|-----------|-------------------------|
| \$500,000 | Each Accident           |
| \$500,000 | Disease - Each Employee |
| \$500,000 | Disease - Policy Limit  |
- B. **COMMERCIAL GENERAL LIABILITY**  
Covering all operations involved in this Agreement.
- |             |   |
|-------------|---|
| \$2,000,000 | General Aggregate                       |
| \$2,000,000 | Products/Completed Operations Aggregate |
| \$1,000,000 | Each Occurrence                         |
| \$1,000,000 | Personal and Advertising Injury Limit   |
| \$5,000     | Medical Expense Limit                   |
- C. **PROFESSIONAL LIABILITY**
- |             |                |
|-------------|----------------|
| \$1,000,000 | Per Occurrence |
|-------------|----------------|

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

## ADDITIONAL INSURANCE REQUIREMENTS

- A. WCG's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:
- UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.**
- Policy endorsement for Additional Insured status shall be provided to Certificate Holder within sixty (60) days of inception of contract.
- B. Before commencement of any work or event, WCG shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. WCG shall have no right of recovery or subrogation against Union County (including its officers, agents and employees), it being the intention of the parties

that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

- D. Union County shall have no liability with respect to WCG's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of WCG.
- E. All certificates of insurance shall be on approved ACORD 25 form and shall provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice. Notwithstanding the notification requirements of the insurer, WCG hereby agrees to notify Certificate Holder immediately if any policy is cancelled or changed.
- F. The Certificate of Insurance should note in the Description of Operations the following:
  - Department: Personnel
  - Contract #: 2416
- G. Insurance procured by WCG shall not reduce nor limit WCG's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event WCG receives Notice of Cancellation of Insurance required pursuant to this Agreement, WCG shall immediately cease performance of all services and shall provide Notice to Union County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows:
  - Union County
  - Attention: Keith A. Richards, Risk Manager
  - 500 N. Main Street, Suite #130
  - Monroe, NC 28112
- J. If WCG is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, WCG shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

- 12. WCG agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or



the performance hereof that are due, in whole or in part, to the negligence of the WCG, its officers, employees, subcontractors or agents. WCG further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

Executed on the day and the year first written in this Agreement.

UNION COUNTY, NORTH CAROLINA

THE WATERS CONSULTING GROUP, INC.

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

By: x \_\_\_\_\_  
Name: STACY L. WATERS  
Title: EXECUTIVE VICE PRESIDENT

Approved As To Legal Form *JLC*



**WATERS CONSULTING  
EXECUTIVE RECRUITMENT**  
A Division of The Waters Consulting Group, Inc.

December 11, 2009

Mr. Mark Watson, SPHR, IPMA-CP  
Personnel Director  
Union County  
500 North Main Street, Suite 130  
Monroe, North Carolina 28112  
(Transmitted via email to: [Watson@co.union.nc.us](mailto:Watson@co.union.nc.us))

**Re: Proposal – Executive Recruitment for Finance Director**

Dear Mr. Watson:

I appreciate the opportunity to submit our proposal for executive recruitment services for your Finance Director. We are confident that you will be completely satisfied with our comprehensive process and the outcome.

We are so confident in our recruitment process and outcome that we offer a triple guarantee of our performance, which is described in detail on page 3 of this proposal.

Our team of recruitment consultants (see bios starting on page 8 of the proposal) has provided executive recruitment services nationwide for over 30 years, principally to public organizations. We have established a reputation for a relentless commitment to high quality with our process and our candidates.

We know that you have options for using other recruitment firms. However, we believe that our approach sets us apart from our competitors in the following important ways:

- Our **Triple Guarantee™** (see page 3);
- Finalists identified within 80 days from the approval of the recruitment brochure and candidate profile;
- Meticulous development of the candidate profile prior to advertising/marketing (see page 4);
- Comprehensive, in-depth screening and evaluation of candidates, including the use of our proprietary, validated assessment - **CareerNavigator™** (see page 5);
- Rigorous review of candidates' references and background (see page 6);
- Our highly-accessed web site ([www.watersconsulting.com](http://www.watersconsulting.com)) by prospective candidates;
- Our superior nationwide relationships with high-quality candidates for marketing new positions; and
- Within twelve (12) months following your appointment of the successful candidate, we will administer our 360° Performance Assessment for no additional professional fee, just project-related expenses (see page 3).

The proposal document will provide you the details about our approach, expertise, client references, and pricing for this executive recruitment. Also, if you have any questions, please contact me directly at 817.965.3911 or by email at [canderson@watersconsulting.com](mailto:canderson@watersconsulting.com).

We would consider it a professional privilege to provide these services to Union County

Sincerely,

Charles (Chuck) S. Anderson  
CEO of Waters Consulting Executive Recruitment  
A Division of The Waters Consulting Group, Inc.

# COMMITMENT TO SUCCESS

*This document is for informational purposes only and does not constitute an offer of any services. It is not intended to be used as a contract or any other legal instrument. The actual terms and conditions of any engagement will be set forth in a separate agreement.*

## PROJECT OVERVIEW

Union County, North Carolina, is considering the use of a consulting firm to assist with the executive recruitment for its next Finance Director and has requested a proposal describing a work plan and project approach from Waters-Oldani Executive Recruitment (Waters-Oldani), a division of The Waters Consulting Group, Inc. Accordingly, we provide the following information for your consideration.

## PROFESSIONAL EXPERTISE MAKES THE DIFFERENCE

Throughout the assignment, the Waters-Oldani team will serve as technical advisors to your organization to ensure that the recruitment process is conducted in a professional manner. The objective of Waters-Oldani is to generate high-quality candidates and assist you with the screening and evaluation of these candidates. Due to our extensive professional relationships with hundreds of public sector organizations and prospective candidates nationwide, Waters-Oldani is positioned to confidently promote your position to prospective candidates as a positive career and personal growth opportunity.

Since our firm's beginning, we have emerged as a leader in executive recruitment. It is our 30+ years of consulting experience, coupled with our unique approach and personal touch that drives our internal standard for delivering only outstanding services and leading-edge products. In addition, Waters-Oldani is positioned as the largest privately-held executive recruitment firm in the nation with a focus on the public sector. This kind of strength will prove to be valuable for your executive recruitment.

With any consulting assignment, but particularly with an executive recruitment project, reliable and timely communication is fundamental to project success. At key points during the assignment, Waters-Oldani consultants will communicate by phone, e-mail, or in person, with appropriate leaders from your organization to discuss the progress of the recruitment and to review subsequent steps in the recruitment process. These regular status reports are important to ensure success with the recruitment assignment.

We pride ourselves in the fact that we bring a high level of personal commitment to everything that we do. We get to know our clients – their concerns for success, their strategic goals and their organizational culture. But our intense professional commitment does not stop with our clients. We have candidates who were not selected for positions call to extend compliments and thanks for how they were treated during our recruitments. Many have stated that we provided the best recruitment experience in which they have ever participated.

Client satisfaction is important to all organizations, but to our firm, it is our chief focus. In our business, referrals and recommendations are the keys to success.

## **ROLE OF YOUR ORGANIZATION'S STAFF**

We have a seasoned staff of professionals to deliver quality services with minimal effort required from you. However, to assist in the project, we ask that your organization designate a Project Manager to serve as Waters-Oldani's primary contact for the recruitment assignment. Your Project Manager will facilitate such functions as coordinating meeting dates, times, and locations and the review of the draft recruitment brochure and related advertising copy.

## **OUR TRIPLE GUARANTEE**

Our Triple Guarantee is defined as: (1) A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of Finalists, Waters-Oldani will work to identify a supplemental group until you find a candidate to hire; (2) Your executive recruitment is guaranteed for two years against voluntary resignation by or termination for cause of the candidate. Within the first year, the replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. During the second year, the replacement recruitment is reduced to 50% of the professional fee plus project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. Additional services include a performance appraisal and review after 12 months of service of the appointed candidate, with no professional fee charged to you. If you elect to use this service, the only cost you would incur would be the reimbursement for any project-related expenses; and (3) Waters-Oldani will not solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

# DESCRIPTION OF KEY TASKS

*The following is intended to be a general description of the work to be performed in each of the key tasks.*

## TASK I

### RECRUITMENT BROCHURE DEVELOPMENT AND ADVERTISING

The important first step in the recruitment process involves the development of a comprehensive recruitment brochure with a profile of the ideal candidate, including the required qualifications, professional experience, personal characteristics, and other factors related to success in the position of Finance Director. The recruitment brochure will also have a profile of your community and organization. To prepare the recruitment brochure, the Lead Consultant will come on site to meet with your leadership team to discuss the required background and experiences for the new Finance Director. We will also request organizational charts, budgetary information, operational reports, and other documentation describing the community, organization, current issues, and responsibilities of the position.

The draft recruitment brochure will be presented to you for review and final approval/edits prior to its publication and distribution via online and regular mail to prospective candidates.

In order to conduct an open recruitment and to encourage applications from a diverse pool of candidates, Waters-Oldani will work with you to develop an advertising and marketing strategy to notify potential candidates about the vacancy. Advertisements will be placed in appropriate professional publications, local newspapers of record and web sites as approved by you. Draft ads will be submitted to your organization for approval prior to publication. Waters-Oldani has a highly-accessed web site, [www.watersconsulting.com](http://www.watersconsulting.com), and targeted e-mail ([search@watersconsulting.com](mailto:search@watersconsulting.com)). We will use all available resources to communicate directly with prospective candidates. The aggressive advertising and marketing campaign for top talent will include national, state, regional, and local elements as determined during our initial meetings with your organization. Our presence at appropriate public sector conferences will be used to further promote the position.

An effective advertising strategy will help to ensure that we conduct an open recruitment with appeal to a diverse array of candidates. Waters-Oldani will take all necessary steps to protect against discrimination in the screening and selection process.

## TASK II

### EXECUTION OF RECRUITMENT STRATEGY AND IDENTIFICATION OF QUALITY CANDIDATES

Using the information developed in Task I, Waters-Oldani will identify individuals who would be outstanding candidates for the position of Finance Director. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on our

professional contacts and relationships. We have also established networks with minority and female leaders throughout the nation and are proud of our record of placement of minority and female candidates. Waters-Oldani has adopted a corporate policy of equal employment opportunity and will not participate in any recruitment effort where these principles are not followed. In addition, we are charter members of NFBPA and its Business Advisory Committee and the Hispanic Network.

We believe that one of the strengths of the Waters-Oldani recruitment process is our attention to the candidates during the process. Each candidate submitting a résumé is sent a timely acknowledgement by Waters-Oldani, giving an approximate schedule for the recruitment. Further communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments, which also provides a positive reflection on your organization.

### **TASK III SCREENING OF APPLICANTS, INITIAL INTERVIEWS, AND RECOMMENDATION OF FINALISTS TO CLIENT**

Our recruiting efforts in Task II identify a significant number of applicants, depending upon the position and the availability of candidates with the requisite experience and skills in the marketplace. Task III is where our Lead Consultant screens the candidates against the criteria within the candidate profile and develops a list of Semi-Finalists who meet or exceed the criteria.

The Lead Consultant will then review the Semi-Finalists with you, as the client, to develop a group of candidates for personal interviews with the Lead Consultant either by phone or in person. Our interviews are conducted with a set of questions developed by Waters-Oldani to evaluate professional experience and management/leadership characteristics considered relevant for the candidate profile for your position.

As a part of our thorough screening of candidates, we also utilize our content-validated behavioral assessment and success profile system CareerNavigator™. Our approach to recruitment features a content-validated competency model that measures the core competencies of public sector executive managers/leaders with a comprehensive psychological assessment. This helps to identify those competencies that are proven to make a candidate much more likely to be successful in a position of executive management and leadership.

In addition, CareerNavigator™ generates specific questions for individual candidates based upon their responses to the assessment. These questions are included in the in-depth interview conducted by the Waters-Oldani Lead Consultant.

At the conclusion of our interview process, we will present a group of potential Finalists for you to invite for on-site interviews with an interview panel that you select. Typically, four to six candidates are selected for these interviews.

**TASK IV  
CONDUCTING BACKGROUND CHECKS, REFERENCE CHECKS  
AND ACADEMIC VERIFICATIONS**

Once you approve the group of Finalists for on-site interviews, Waters Oldani will begin the process to conduct reference checks, background checks and academic verifications. Contact is then made with selected references and sometimes with others in the specific industry that may know of additional accomplishments and work experiences of the candidates. The purpose of the reference interviews is to allow Waters Oldani to complete our understanding of the work experience, professional performance and personal characteristics of the Finalists.

For the background checks, Waters-Oldani is pleased to partner with PSI Investigation Services in to gather information about the candidates in the following areas:

- Consumer Credit
- County Criminal
- County Civil Litigation
- Judgment/Tax Lien
- Motor Vehicle
- Bankruptcy
- State District Superior Court Criminal
- State District Superior Court Civil Litigation
- Federal District Criminal
- Federal District Civil Litigation

**TASK V  
FINAL INTERVIEW PROCESS**

Upon completion of Task IV, we will work with you to develop the final interview process. We will also send you documentation on each of the finalists, which will provide the highlights of their professional experience and leadership/management profile, and a summary of the results of the reference checks, background checks and academic verifications. In addition, the report will include guidelines for interviewing the candidates, suggested interview questions, and a rating process for your interview panel(s). Our Lead Consultant will participate in final interviews as either an observer or active panel member at your request and will be available to answer questions and assist you in the final evaluation and selection of the successful candidate. In addition, if you request the service, our Lead Consultant will assist you with the development of a compensation package and related employment considerations, and assist with the negotiations.

**EXECUTIVE RECRUITMENT PROJECT TIMELINE**

Below is an estimated timeline for the executive recruitment process. You will be asked by the Lead Consultant during the first on-site meeting to review and approve a timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you. However, we commit to you to deliver a group of Finalists for your consideration within 80 days from the date that you approve the recruitment brochure and candidate profile, which is the point that we commence advertising/marketing for the position.

To ensure that our quality standards are maintained, we do require a minimum of ten business days between the time that you select the candidates for on-site interviews and when we send you the Final Book for your final interview process.

	Description of Key Project Phases/Tasks	Weeks												
		01	02	03	04	05	06	07	08	09	10	11	12	13
<i>Phase I</i>	<b>Task 1</b> Recruitment Brochure Development & Advertising													
<i>Phase II</i>	<b>Task 2</b> Recruitment Strategy and Identification of Candidates													
	<b>Task 3</b> Screening Process and Recommendation of Finalists for On-site Interviews.													
	<b>Task 4</b> Background Checks/ Reference Checks/Academic Verifications													
<i>Phase III</i>	<b>Task 5</b> Final Interview Process													



## **AN OVERVIEW OF OUR CONSULTING TEAM**

Waters-Cidani places a high priority on meeting the needs of our clients. Therefore, at the outset of the recruitment process, we will tailor our approach to address the issues unique to your organization's working environment. For each recruitment project, we assign a Lead Consultant and a team of support professionals to carry out assignments in an effective and efficient manner. What follows are brief biographical descriptions of the members of our consulting team.

**CHARLES (CHUCK) S. ANDERSON**  
**Chief Executive Officer**  
**Waters-Oldani Executive Recruitment Division**

Charles (Chuck) S. Anderson is the Chief Executive Officer for the Waters Oldani Recruitment Division within the Waters Consulting Group (WCG). In this role he also is a senior consultant within the HR Consulting Division for projects related to organizational design and development, strategic planning, and leadership/management development.

Prior to joining the WCG, Chuck worked for local governments and public education, including City Manager for Dallas, Texas; Executive Director for the Dallas Area Rapid Transit (DART), and Executive Director for the Michigan Education Association.

Chuck also served as Director for Local Government Reform for the International City/County Association (ICMA), managing a U.S. government contract for the planning and delivery of technical assistance to local governments in Central and Eastern Europe. His last assignment in this role with ICMA was to recruit and supervise a team of technical consultants to assist in re-building local governments in Bosnia following agreement on the Dayton Accords.

During his service with the Michigan Education Association, Chuck also served as Senior Consultant for Urban Planning and Management for Michigan State University's Institute for Public Policy and Social Research.

**Areas of Expertise**

- Executive Recruitment
- Leadership/Management Development
- Organizational Design
- Organizational Development

**Professional Accomplishments and Education**

Chuck received a Bachelor of Arts degree in political science and human resources management and a Masters of Public Administration degree from the University of Kansas. He received the prestigious L.P. Cookingham Award for Development of Young Professionals from the International City/County Management Association (ICMA) and the Minority and Women Advancement Award from the American Public Transit Association (APTA). He was also recognized as Public Administrator of the Year by the American Society of Public Administration (ASPA) and Outstanding Management Innovator (Honorable Mention) by ICMA. Chuck was recognized in 2007 with the Lifetime Achievement Award from his Public Administration Alumni Association at the University of Kansas.



## **JERROLD (JERRY) OLDANI**

### **Senior Vice President**

Jerry Oldani's expertise and personal attention to client needs exceeds traditional approaches to executive search. His search leadership reflects his extensive background in corporate management, human resources, consulting and community service. He often serves as an expert panel member at professional symposiums in the area of executive search. His skill at conducting analyses of complex public sector organizations sets the industry standard. His insights into both corporate and public sector management and thorough research and evaluation of candidate's backgrounds have become hallmarks of the firm. For the last several years, Jerry has led the public sector search discipline in the placement of "women and people of color," averaging over 47% of their total placements.

With more than 35 years in executive search for the public sector, Jerry delivers solid and proven perspectives regarding human resources management, organizational analysis and executive search to the discipline. He has been a leading force in developing effective diversity-based recruiting methods, utilization of citizen groups in the recruiting processes and meeting the needs of public sector clients. His private sector focus has been in senior and executive level search for sales and marketing, human resources, finance and technical management personnel. Jerry, with the assistance of a dedicated staff, pioneered the use of a two year guarantee period and advanced recruiting brochures in the industry.

#### **Areas of Expertise**

- Executive Recruitment
- Organizational Analysis
- Diversity-based Recruiting Methods & Techniques
- Conflict Resolution

#### **Professional Accomplishments and Education**

Jerry received the Bachelor's of Arts in Public Administration degree from the California State University at Northridge and completed graduate studies in Industrial Psychology at the University of California at Los Angeles. He began his human resources career as Personnel Director at Univar Corporation. He was a Charter Member of the Business Advisory Council to the National Forum for Black Public Administrators (NFBPA) and Founding Member of the Hispanic Network.

A decorated Viet Nam Veteran and Captain in the Marine Corps, Jerry has also held numerous positions of community leadership to include: Library Commission – City of Sunnyvale; Parks Board – City of Mountain View, California, Santa Clara Valley Rental Housing Mediation Authority and the Santa Clara Valley Minority Relations Resolution Group; Bellevue, Washington Form of Governance Committee; King County Metro Consolidation Committee; Bellevue Parks Board; Board of Directors Pacific Northwest Baseball Umpires Association; and Board of Directors Pacific Northwest Football Officials Association.



**CHUCK ROHRE**  
**Senior Consultant**

Chuck Rohre is a Senior Consultant for The Waters Consulting Group, Inc. (WCG). In this role, he is responsible for managing and conducting executive recruitment engagements for the firm to insure their integrity, timeliness and adherence to budget parameters. Chuck has more than 30 years of experience in managing and consulting in both the private and public sectors. He has served as Police Chief and Director of Public Safety for North Texas municipalities with populations ranging from 9,000 to 200,000 plus. Prior to beginning his consulting career, Mr. Rohre served for three years as Police Chief of Plano, Texas.

Chuck joined the firm in January 2006 following a 13 year engagement with another nationally recognized public sector search firm where he managed the Texas and Southwestern operations. He has an extensive and successful track record of completed recruitment across the nation, primarily in the Midwestern and Southwestern states. He has also conducted management-consulting assignments in a number of areas including public safety, career development and strategic planning. He has written and presented training in a number of subject areas including personnel assessment, leadership and management skills, and career development for public sector employees.

**Areas of Expertise**

- Executive Recruitment
- Background Investigations
- Assessment Centers
- Career Development
- Law Enforcement Management and Training

**Professional Accomplishments and Education**

Chuck received his Bachelor's degree in Career Development from the Dallas campus of Abilene Christian University and his Master's degree in Human Relations and Management from the same institution. He has completed advanced management training at the Institute for Law Enforcement Administration and now serves on its adjunct faculty and advisory board. Chuck completed the Federal Bureau of Investigation's prestigious LEEDS course at Quantico, Virginia. He is a veteran of the United States Army, serving in the United States and the Republic of Viet Nam.



## **ANDREA BATTLE SIMS**

### **Senior Consultant**

Andrea Battle Sims has been working in executive search for over six years, managing all phases of the search process for municipal, county, state and non-profit organizations, focusing on the East, Midwest and Mid-Atlantic regions with numerous searches for a number of governmental and non-profit executives including: City and Assistant City Managers, Library Directors, Chief Information Officers, Police Chiefs, City/County Attorneys, Parks & Recreation Directors, Finance Directors and Workforce Development Executive Directors

Andrea is an experienced professional with over twenty years of prior experience in Information Technology, EDF Audit and Management experience in both the public and private sector. Her local government leadership roles include serving as the IT Director at Cleveland Public Schools with a staff of 50; Deputy Director of IT at Cuyahoga County with a staff of 70. In addition, her county experience includes creating a start-up venture to sell public computer access to the legal community. Ms. Sims has held management positions at AT&T, Progressive Insurance, and National City Bank managing IT projects as well as IT professionals, along with serving as an internal consultant/auditor. She has successfully managed IT professionals through the change process from legacy to client-server technologies including both private and public sector Year 2000 implementations.

#### **Areas of Expertise**

- Executive Search
- Recruitment and Retention Training
- Information Technology
- Organizational Assessment
- Strategic Planning and Implementation
- Project Management
- Process Improvement

#### **Professional Accomplishments and Education**

Andrea's educational background includes a Bachelor of Arts in Mathematics from Spelman College, Atlanta Georgia and a Master of Science in Operations Research from The Wharton School at the University of Pennsylvania, Philadelphia, Pennsylvania. In addition, her post-graduate education includes numerous IT and management courses and seminars and certification from the Leadership Academy at Cleveland State University. Andrea's current and past civic involvement includes the Board of Trustees at the American Cancer Society, Cuyahoga Unit; Junior League of Cleveland, along with leadership positions with the Links, Inc., the Spelman Alumnae Association, and Delta Sigma Theta, Inc.



**TROY COLEMAN, Ph.D.**  
**Senior Consultant**

Troy has more than 25 years of impressive professional and executive level human resources experience. Before joining Waters Consulting Group, Inc., Dr. Coleman was most recently the Associate Superintendent for Human Resource Services with the Dallas Independent School District, where he designed and managed program efficiencies and automation to support employee on-boarding, and employee relations and mediation services. He designed and managed a nationally recognized program focused on international recruitment and selection of teachers, professionals and administrators to staff the 10,000-member teacher group and more than 20,000 total employees in the district.

He served as Human Resources Director for the City of Dallas, Texas. Dr. Coleman was Senior Vice President for Human Resources for an eCommerce business, and he has held various human resources posts in higher education and in local and federal government. He was a lecturer in Organizational Behavior and Personnel and Human Resources Administration at the University of Texas, Arlington; College of Business Administration; and Southern Methodist University, Cox School of Business, where he also lectured on Alternative Dispute Resolution.

Throughout his career, Dr. Coleman has designed and led organizational development engagements on Organizational Change, Workplace Diversity, Conflict Management, and Employee Relations. He successfully facilitated dispute resolution and mediation processes involving disputes between police/public safety agencies and the communities they serve, employee disputes over diversity issues at work, EEO/Affirmative Action matters affecting companies and government agencies, differences between governing bodies and executive leadership teams, employee relations issues regarding pay and work conditions, and general interpersonal relations disputes. He was a faculty member with leadership institutes at George Washington University and the National Forum for Black Public Administrators.

**Areas of Expertise**

- Recruitment and Selection
- Pre-employment and Promotional Testing and Assessments
- Workplace Diversity and Inclusion Programs
- Training and Organizational Development
- EEO and Equity Systems Analysis and Design
- Mediation and Conflict Resolution Training
- Competency-based Performance Achievement Programs

**Professional Accomplishments and Education**

For more than 12 years with his own firm, Dr. Coleman successfully designed and facilitated diversity training programs and services for federal and local governments, police, fire and public safety agencies, corporate businesses, and he has lectured at national conferences on the subject of managing diversity in the workplace. He has also managed projects that incorporate diversity and community relations with communities experiencing demographic and social change.

He earned his doctorate from the University of North Texas and his master's and bachelor's degrees from Texas A&M University, Commerce. He has been a Licensed Professional Counselor, and he is an active member of the American Psychological Association.



# PROFESSIONAL REFERENCES

- **Broward County, Florida**  
(954) 357-7355  
Ms. Bertha Henry, County Administrator  
*Project:* Multiple searches including the selection of the Executive Director of the Port of Everglades, Deputy Executive Director, Director of Aviation Finance, Chief Financial Officer and multiple other recruitments
- **City of Dunedin, Florida**  
(727) 298-3003  
Mr. Rob DiSprito  
City Manager  
*Project:* Selection of Director of Finance and Administration and Director of Planning and Development
- **City of McAlester, Oklahoma**  
(918) 423-9300  
Mr. Mark B. Roath  
City Manager  
*Project:* Selection of Chief Financial Officer
- **City of San Marcos, Texas**  
(512) 757-0305  
Ms. Caroiyn Liner  
Human Resources Director  
*Project:* Selection of Chief Financial Officer
- **Port of Oakland, California**  
(510) 627-1225  
Mr. Omar Benjamin  
Executive Director  
*Project:* Chief Financial Officer
- **City of Denton, Texas**  
(940) 349-8307  
Mr. George Campbell  
City Manager  
*Project:* Selection of Director of Finance and various department director positions
- **Mecklenburg County, North Carolina**  
(704) 336-2472  
Ms. Michelle Lancaster  
Assistant County Manager  
*Project:* Selection of Director of Finance and Director of Parks & Recreation
- **City of Virginia Beach, Virginia**  
(480) 967-2001  
Mr. Charlie Meyer, Former Chief Operating Officer; Current City Manager of Tempe, AZ  
*Project:* Selection of Chief Operating Officer, Assistant City Manager/CFO and Chief Development Officer
- **City of Bay City, Michigan**  
(989) 894-8193  
Ms. Wendy Wilson  
Director of Human Resources  
*Project:* Selection of Fiscal Services Director
- **City of Sanford, Florida**  
(407) 330-5604  
Mr. Sherman Yehl  
City Manager  
*Project:* Selection of Director of Finance
- **City of Lubbock, Texas**  
(806) 775-3000  
Ms. Lee Ann Dumbauld  
City Manager  
*Project:* Selection of Chief Financial Officer
- **City of Fort Collins, Colorado**  
(970) 221-6505  
Mr. Darin Atteberry  
City Manager  
*Project:* Selection of Director of Finance and various other senior level department director positions

## A SAMPLING OF RELEVANT EXECUTIVE RECRUITMENTS

• Addison, Texas, Town of	Director of Finance & Strategic Services
• Allen, Texas	Finance Director
• Ann Arbor, Michigan	Chief Financial Officer (2)
• Bloomington, Minnesota	Chief Financial Officer
• Broomfield, CO	Budget Manager
• Charlottesville, Virginia	Finance Director
• Danbury, Connecticut	Director of Finance and Personnel
• Denton, Texas	Chief Financial Officer
• DeSoto, Texas	Assistant Director of Finance
• Fort Collins, Colorado	Finance Director
• Garland, Texas	Director of Finance
• Greenville, South Carolina	Finance Director
• Kansas City, Missouri	Director of Finance
• Lynnwood, Washington	Finance Director
• Mecklenburg County, North Carolina	Finance Director
• Missouri City, Texas	Finance Director
• Norfolk, Virginia	Director of Finance
• Port of Oakland, CA	Chief Financial Officer
• Sacramento Regional Transit District	Director of Finance
• San Marcos, Texas	Chief Financial Officer
• Sanford, Florida	Director of Finance
• Sugar Land, Texas	Chief Financial Officer
• Springfield, Ohio	Finance Director
• Sugar Land, Texas	Finance & Administrative Services Director
• Tacoma, Washington	Budget Officer
• Thornton, Colorado	Finance Director
• Virginia Beach, Virginia	Assistant City Manager/Chief Financial Officer
• Westminster, Colorado	Finance Director



# PROFESSIONAL FEE

The professional fee to conduct the recruitment is provided below. Expenses are not included in the professional fees and are billed separately as incurred. Project-related expenses are approximately \$7,500.00 and include such items as: job posting and advertising fees on various web sites and classified advertising fees in printed publications, consultant travel expenses, background checks/assessments, printing and production of necessary materials such as brochures, profiles and final reports; transportation, telephone fees, shipping and postage. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of Waters-Oldani and are handled directly by the organization.

The professional fee will be billed in four installments; 30% of the fee will be billed at the beginning of the search; 30% at the implementation of Phase II; 30% at the implementation of Phase III; and the final 10% upon acceptance of offer by the candidate.

If candidates from this recruitment process are selected for another position within your organization within one year of the close of the recruitment, a fee of 50% of the above mentioned proposal amount will be due to Waters-Oldani Executive Recruitment.

All questions regarding the professional fees and project-related expenses should be directed to Chuck Anderson, CEO of Waters-Oldani Executive Recruitment Division at [canderson@watersconsulting.com](mailto:canderson@watersconsulting.com) or via phone at 817.965.3911.

PHASE	DESCRIPTION OF PROFESSIONAL SERVICES
Phase I	Task 1 – Candidate Profile Development/Advertising/Marketing (includes one day on site by Lead Consultant) Task 2 – Identify Quality Candidates
Phase II	Task 3 – Preliminary Screening & Initial Report to Client Task 4 – Reference Checks, Background Checks, and Academic Verifications
Phase III	Task 5 – Final Process/On-Site Interviews with Finalists (includes two days on site by Lead Consultant)
Conclusion	Acceptance of offer by candidate
<b>TOTAL PROFESSIONAL FEE</b>	
<b>\$15,500.00</b>	

OPTIONAL SERVICES FOR CONSIDERATION	FEES
Additional work related to the search process and as specifically requested by the client which is outside of the scope of this project (i.e. additional onsite meetings) is additional. The fixed professional fee for this recruitment anticipates no more than three onsite consulting days with one consultant. However, we would be pleased to provide additional onsite consulting visits for our standard daily rate of \$1500 plus expenses.	\$1500.00 per day plus expenses

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: 1/19/2010**

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

---

**SUBJECT:** N.C. 2010 ADOPT-A-TRAIL PROGRAM GRANT APPLICATION

---

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

---

**ATTACHMENT(S):**  
Grant Application  
General Information on Grant

**INFORMATION CONTACT:**  
Wanda Smith

---

**TELEPHONE NUMBERS:**  
704-843-3919 ext. 27

---

---

**DEPARTMENT'S RECOMMENDED ACTION:** Authorize submittal of the Adopt-A-Trail Grant Application in the amount of \$5,000; Authorize County Manager to execute Application and contract from the State pending review from Legal; and Authorize reimbursement from State to be returned to Parks and Recreation Budget Line 10-561371-5356.

**BACKGROUND:** The State Adopt-A-Trail Program was authorized in 1987 by the North Carolina General Assembly as General Statute 113A-92.1 Adopt-A-Trail Program. The N.C. Dept. of Environment and Natural Resources is accepting applications for the development of new trails, renovation of existing trails, trail-side facilities, trail brochures, website information, etc., for the 2010 funding cycle. Application will be accepted through January 29, 2010. The maximum amount available is \$5,000 per applicant. There is no match required by Union County, however, funds must be spent by the applicant and a request for reimbursement may then be submitted to the State. With BOCC approval, Staff will be requesting \$5,000 for re-routing of 1,267 feet of the existing purple trail in the campground at Cane Creek Park. Approximately 404 feet of the existing trail will be taken out of service in order to eliminate an area of concern for the safety of bikers, hikers, and horse riders. Staff will also be anchoring and stabilizing the new trail with rip rap stone, restoring the old section of trail to it's natural condition, printing new trail maps that reflect the removal of the old section of trail and adding the construction of the new section of trail. We will also update the trail map that is currently available on the County's web site under Parks and Recreation. Once receipts have been submitted to the State, reimbursement will be made to Union County in the amount of the receipts submitted to the State. When the reimbursement has been made, funds received by Union County are requested to be returned to the Parks & Recreation budget line 10-561371-5356.

A letter of award will be forwarded to Union County in July 2010 if Union County has been selected for an Adopt-A-Trail Grant. The contract with the State will be issued in October 2010. Work on the Trail project may not begin prior to receiving an executed agreement from the State. Union County would then have two (2) years to complete the project.

**FINANCIAL IMPACT:** \$5,000 will be spent from the Parks & Recreation budget (10-561371-5356) and is requested to be returned to the same budget line when reimbursement is received from the State.

---

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

---

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

---

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

Application Deadline – January 29, 2010

Project number 10AAT  
(DPR use only)

**NORTH CAROLINA'S  
2010 ADOPT-A-TRAIL PROGRAM  
GRANT APPLICATION FORM**

**AGENCY/ORGANIZATION INFORMATION**

1. Agency/Organization Name: Union County
2. Define your agency/organization as one of the following:  
Governmental Agency  x  
Non-Profit Organization
3. Federal Tax ID Number: 56-6000345
4. Start of Agency/Organization Fiscal Year (Month and Date): July 1
5. End of Agency/Organization Fiscal Year (Month and Date): June 30
6. List the name of the person authorized to sign this grant application:  
Name: Al Greene  
Title: County Manager  
Email Address: [algreene@co.union.nc.us](mailto:algreene@co.union.nc.us)  
Phone: 704-283-3853
7. Primary Project Contact:  
First Name: Jared  
Last Name: Steele  
Mr. X or Ms.  
Mailing Address: 5213 Harkey Rd.  
City: Waxhaw  
State: NC  
Zip Code + 4: 28173-8460  
Phone: 704-843-3919 ext. 26  
Fax: 704-843-4046  
Email: [JaredSteele@co.union.nc.us](mailto:JaredSteele@co.union.nc.us)

**PROJECT DESCRIPTION:**

1. Project Title: Cane Creek Park Purple Trail
2. Brief Project Statement – Please complete the following sentence:  
This AAT grant will be used to... provide a safe and sustainable trail system.

3. Amount of AAT Funds Requested: \$5,000.00

4. County or Counties where Project is located: Union

5. Do you currently own the property on which the trail project is to be built?

Yes   
No

6. Provide the following information about the project lands:

Deed Book 246  
Page 836-837  
County of Record Union

7. Describe your trail Project (Check all that Apply):

New Trail Construction   
Trail Maintenance or Trail Restoration   
Trail Side Facilities   
Land Acquisition

8. The proposed trail project provides a link in or segment in (check one):

A statewide trail plan:  
Mountains-to-Sea Trail   
French Broad River Trail   
Yadkin River Trail   
Deep River Trail

A national trail plan:  
Appalachian Trail   
Over Mountain Victory Trail

A regional trail plan:  
American Tobacco Trail   
Haw River Trail   
Dan River Trail   
Neuse River Trail   
Cape Fear River Trail

A joint city to county, city to city, county to county trail project:

A local trail project (within one jurisdiction):

Park Specific Project (within boundary of one park):

Cane Creek Park

9. The proposed trail project will be (check one):

- Managed and maintained by applying agency/organization staff
- Managed by agency staff with assistance from volunteers
- Managed by volunteers only

10. The trail project will be open to the general public (check one):

- Seven days per week, unlimited hours
- Seven days per week, day light hours
- Limited days and/or hours (please define)

11. Primary User Group of this trail Project (Check One):

- |                           |                                     |
|---------------------------|-------------------------------------|
| Walker/Hiker              | <input checked="" type="checkbox"/> |
| Equestrian                | <input type="checkbox"/>            |
| Bicyclers                 | <input type="checkbox"/>            |
| Off-Highway Vehicles      | <input type="checkbox"/>            |
| Canoeists/Kayakers        | <input type="checkbox"/>            |
| Persons with Disabilities | <input type="checkbox"/>            |
| Multi-Use Greenway        | <input type="checkbox"/>            |

12. Other User Groups That Use This Trail Project (Check All That Apply):

- |                           |                                     |
|---------------------------|-------------------------------------|
| Walker/Hiker              | <input type="checkbox"/>            |
| Equestrian                | <input checked="" type="checkbox"/> |
| Bicyclers                 | <input checked="" type="checkbox"/> |
| Off-Highway Vehicles      | <input type="checkbox"/>            |
| Canoeists/Kayakers        | <input type="checkbox"/>            |
| Persons with Disabilities | <input type="checkbox"/>            |

13. Describe in feet or miles the length of your trail project (if applicable):

Feet: 1267 feet  
Miles: .24 miles

14. List amount of acreage (if applicable) you plan to acquire with this grant:  
Acres:
15. List the facilities (if applicable) that are to be acquired/built with this grant:
16. List any existing facilities (if any) that are currently available to support this trail project (trail head parking, restrooms, drinking water, etc.):  
Restrooms, Parking Areas, Water Fountains, Information Center, Horse Hitching Posts, Bike Racks, Camping Areas
17. US Congressional District Number where project is located: 9th
18. NC Senate District Number where project is located: 35th
19. NC House District Number where project is located: 68th
20. Has your agency or organization received a AAT grant in the past 5 years?  
Yes x  
No  
I don't know

## DETAILED PROJECT DESCRIPTION

Applicants can use this one page to provide a detailed project description if desired. This information will be used to evaluate this application.

Adopt-A-Trail funds are needed to re-route a potentially unsafe section of the Purple Trail. The current trail passes through a steep ravine and also has a short creek crossing. The current trail grade is too steep to maintain. Many efforts to restore or maintain this section in the past have failed. This trail is used by hikers, bikers, and horseback riders. Many horseback and bike riders have expressed concerns about the safety of the trail. Our staff feels that this section of trail should be properly re-designed and re-routed for the safety of our customers and to ensure the trail is sustainable. Park staff has flagged an acceptable route around this ravine area. The soil and grade of the area will be ideal for the re-routing of this trail.

The proposed length of the re-routed section is 1267 feet. Approximately 404 feet of the existing trail will be taken out of service. The new trail will begin just before the ravine crossing. A suitable creek crossing has been located by qualified staff. A culvert will not be used in the creek due to high water flows observed after heavy rains. The best method for this creek crossing will be to construct a shallow ford crossing. All rocks will be selected and placed strategically by hand to provide a safe passage. The creek has a very hard bottom and is very shallow in this area. There is very little concern for future washouts. After the creek crossing, the trail will follow the contours of the ridge until it reaches the top of the ravine. Rolling grade dips will be used to ensure that fast moving water will not erode the trail tread. The slope of the trail tread will be constructed to allow for proper drainage. One section of culvert pipe will be needed to cross a small ditch along the new route. A 12" corrugated culvert pipe will be slightly buried into the ditch. Fill dirt will be placed around the pipe for support and then pit gravel will be used for the trail surface. Rip Rap stone will be placed at the entrance and exit of the pipe to prevent future washouts. This method has worked well at Cane Creek Park in the past. The trail will continue until it reaches the other side of the ravine.

Park Maintenance and Ranger staff will use a skid steer loader to complete the initial grading and stump removal. The skid steer will also be used to transport the natural slate rock needed to complete the creek crossing. This section of trail is located far away from material loading areas. The trail surfacing and fill dirt will be transported by a small utility vehicle to the trail. The trail surfacing will be dumped on the trail and raked/tamped by hand. Pit gravel will be used for the primary trail surface. This surface works well with our soils and holds up to the frequent use by bike and horseback riders.

An effort will be made to restore the severely damaged area where the existing trail is located. The skid steer loader will be used to prevent any further erosion by restoring the natural contour of the area. A couple of check dams may be needed on the steepest side to help restore this area. Fill dirt and rip rap stone will be used as necessary as the restoration efforts continue. This area should be restored to prevent unnecessary sediments from reaching the creek.

The remaining funds will be used to purchase trail marking materials and print revised trail maps showing the new segment of trail.



**PROJECT DELIVERABLES AND ESTIMATED COSTS:**

Define deliverables/products that will be acquired with this grant and grantee's cash (examples include: materials, hand tools, rental equipment, contract labor, etc.):

Project Deliverable	Amount Of Estimated Cost To Be Paid With RTP Funds	Amount Of Estimated Costs To Be Paid With Grantee's Cash (Not Required)	Total Estimated Cost For Each Listed Deliverable (RTP + Grantee Cash)
#1 Project Deliverable New Trail Construction 1267 feet 150 tons of Pit Gravel needed for surface hardening.	\$2,475.00		\$2,475.00
#2 Project Deliverable New Trail Construction 1267 feet 15 tons of Rip Rap Stone needed for anchoring and stabilizing	\$510.00		\$510.00
#3 Project Deliverable New Trail Construction 1267 feet 30 tons of fill dirt for trail construction and restoration	\$330.00		\$330.00
#4 Project Deliverable New Trail Construction 1267 feet 20' Corrugated 12" Culvert Pipe for ditch drainage and trail marker materials	\$258.38		\$258.38
#5 Project Deliverable New Trail Construction 1267 feet Printing of new trail maps	\$1,426.62		\$1,426.62
<b>Totals</b>	Total RTP Funds \$ \$5,000.00  Note: This Figure Must at a minimum equal the amount of RTP funds requested.	Total Cash by Grantee \$ \$0.00	Total Cost Deliverables \$ \$5,000.00

## USER FEEDBACK FORM

We are transitioning our grant application process from paper to an electronic format. As we are in the design portion of this transition, it is imperative for us to have your feedback. Therefore, we are requesting you provide answers to the following questions in order that we can provide a more transparent grant application and approval process.

1. Was this electronic application format more user friendly than the paper application?

Yes            x

No

2. Was this compatible with the software you normally use?

Yes            x

No

If no, what software program works best for you?

3. Would you be interested in seeing aggregate results of each applications received by year?

Yes            x

No

4. What can we do to make the application process more user friendly?

**APPLICATION SIGNATURE**

"On behalf of the applicant, I hereby certify the information contained in the attached application is true and correct. I understand this application will be rated on the basis of the information submitted and the submission of incorrect data or an incomplete application can result in this application being eliminated from consideration for funding."

"I hereby certify the applicant will comply with all applicable local, state and Federal laws and regulations."

Signed this: \_\_\_\_\_ day of:

By:

Title:

Electronic Signatures Accepted:

Note: Non-profit organizations applying for AAT funding for a project located on lands managed by a governmental agency must have the approval of the chief executive officer of the affected land managing agency. This approval is to be represented by the signature of the chief executive officer below.

Approved this: \_\_\_\_\_ day of:

By:

Title:

Title of Agency/Organization:

Electronic Signatures Accepted:

## NORTH CAROLINA'S ADOPT-A-TRAIL PROGRAM SCORING CRITERIA

This AAT Scoring Criteria will be used to initially evaluate and rank all applications received. Other funding criteria include: regional distribution of grant awards; and consideration of funding of projects that serve all trail user types.

1. **Ownership and management of land and/or trail project:**
  - a. Government Agency 4
  - b. Non-Profit Organization 2
  
2. **Trail Project to accomplish:**
  - a. Trail brochures, website information, promotional media and trail signs 5
  - b. New trail construction projects 4
  - c. Trail renovation or restoration projects 3
  - d. Trail-side facilities 2
  
- Note:** An application requesting a combination of the above will be scored based upon the highest percentage of expenditures as noted in the project deliverable section of this application.
  
3. **Project provides linkage:**
  - a. State Trail Project 5
  - b. National Trail Project 4
  - c. Regional Trail Project 3
  - d. Joint City/County, County/County Trail Project 2
  - e. Local Trail Project 1
  - f. Park specific 0
  
4. **Responsible Management Agency:**
  - a. Governmental Agency 3
  - b. Governmental Agency /NPO/Volunteers 2
  - c. NPO only 1
  
5. **The trail will be open to the public:**
  - a. Open 7 days per week 3
  - b. Open limited hours per week 1

## STATE TRAILS PROGRAM STAFF LISTING

### Mountain Region

Tim Johnson  
DENR Regional Office  
2090 US Hwy 70  
Swannanoa, NC 28778-2811  
Phone: (828) 296-4692 Fax (828) 299-7043  
e-mail: tim.johnson@ncdenr.gov

Counties the Mountain Region Trails Specialist assists are: Alexander, Alleghany, Ashe, Avery, Buncombe, Burke, Caldwell, Catawba, Cherokee, Clay, Cleveland, Davie, Gaston, Graham, Haywood, Henderson, Iredell, Jackson, Lincoln, Macon, Madison, McDowell, Mitchell, Polk, Rowan, Rutherford, Surry, Swain, Transylvania, Watauga, Wilkes, Yadkin, and Yancey.

### Piedmont Region

Position Vacant – Contact Vincent Newman-Brooks, Grants Manager  
Division of Parks and Recreation  
1615 Mail Service Center  
Raleigh, NC 27699-1615  
Phone: (919) 715-1846 Fax: (919) 715-3085  
e-mail: vincent.newmanbrooks@ncdenr.gov

Counties the Central Region Trails Specialist assists are: Alamance, Anson, Cabarrus, Caswell, Chatham, Cumberland, Davidson, Davie, Durham, Forsyth, Franklin, Granville, Guilford, Harnett, Hoke, Johnston, Lee, Mocklenburg, Montgomery, Moore, Nash, Orange, Person, Randolph, Richmond, Rockingham, Rowan, Scotland, Stanly, Stokes, Union, Vance, Warren, and Wake.

### Coastal Region

Ann Coughlin  
East District Office  
345-B Park Entrance Road  
Seven Springs, NC 28578  
Phone: (919) 751-2792 Fax: (919) 778-9589  
e-mail: ann.coughlin@ncdenr.gov

Counties the Coastal Region Trails Specialist assists are: Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Duplin, Edgecombe, Gates, Green, Halifax, Hertford, Hyde, Jones, Lenoir, Martin, New Hanover, Northampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Robeson, Sampson, Tyrrell, Washington, Wayne, and Wilson.

### State Trails Program Grants Manager

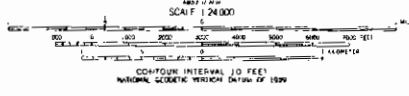
Vincent T. Newman-Brooks  
Mail Service Center 1615  
Raleigh, NC 27699-1615  
Phone: (919) 715-1846 Fax: (919) 715-3085  
e-mail: vincent.newmanbrooks@ncdenr.gov

### State Trails Program Manager

Darrell McBane  
Mail Service Center 1615  
Raleigh, NC 27699-1615  
Phone: (919) 715-8699 Fax: (919) 715-3085  
e-mail: darrell.mcbane@ncdenr.gov



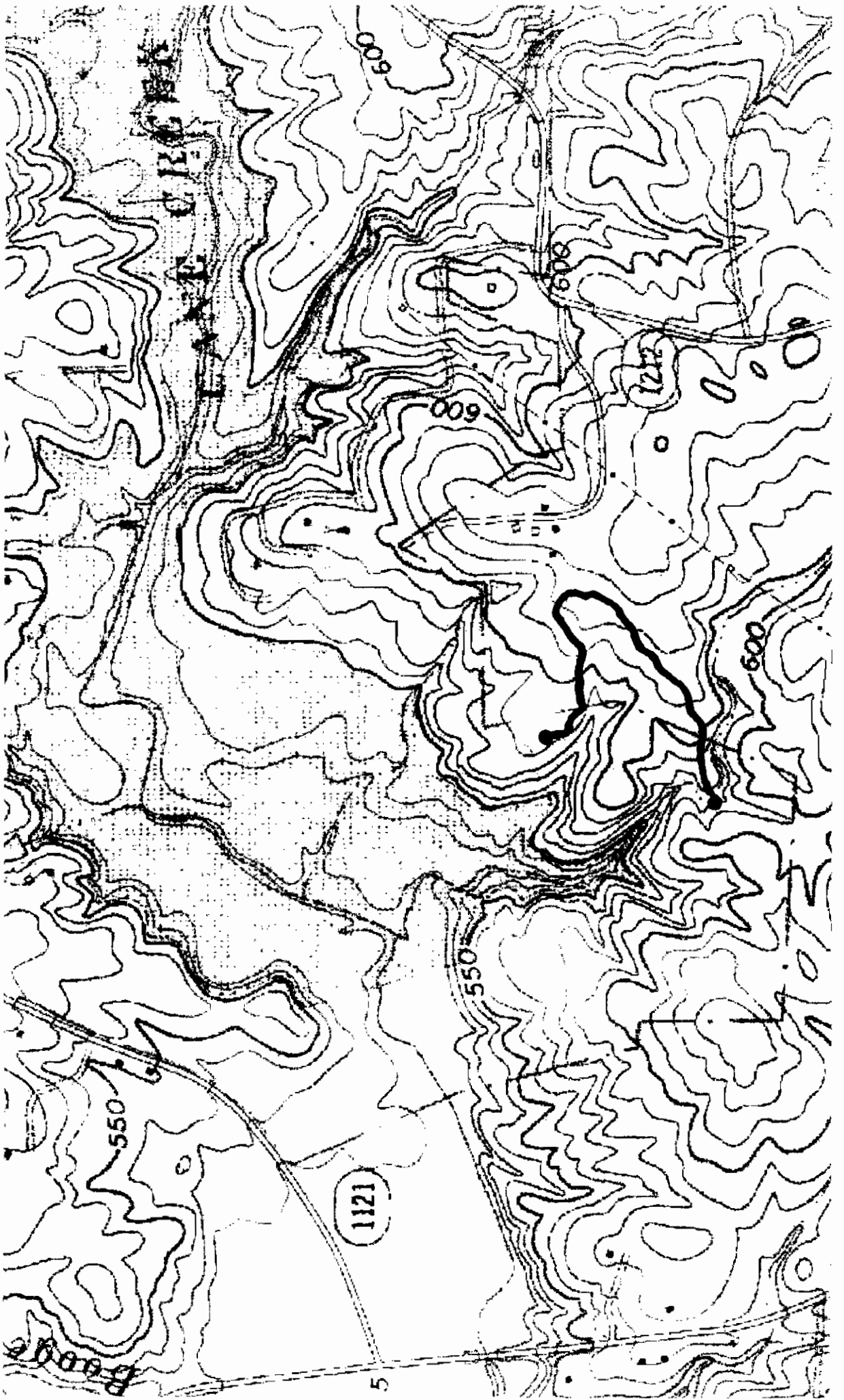
Map prepared and published by the Geological Survey  
Control by USGS, USC&GS and South Carolina Geologic Survey  
Topography by photogrammetric methods from aerial photographs  
taken 1959. Data checked 1971.  
Projection: North Carolina coordinate system (Lambert)  
contour interval 10,000 feet and ticks based on South Carolina coordinate system  
north zone, and North Carolina coordinate system  
1:250,000 meter Universal Transverse Mercator grid ticks  
zone 17 shown in blue. 1927 North American Datum  
To place on the projected North American Datum 1983  
move the projection line 11 meters south and  
10 meters west as shown by dashed contour ticks



ROAD CLASSIFICATION  
Primary highway hard or improved surface  
Hard surface improved surface  
Secondary highway unimproved road  
Hard surface unimproved road  
Interstate Route U.S. Route State Route

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS  
FOR SALE BY U.S. GEOLOGICAL SURVEY  
DENVER, COLORADO 80215 OR RESTON, VIRGINIA 22092  
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

UNITY, S.C.-N.C.  
3428708 17-024  
1971  
1:250,000 METER UTM  
DATA 4853 1 8W-NAD83 1984



## **APPLICATION AND APPROVAL TIMELINE**

### **Application Deadline – January 29, 2010**

All electronic .pdf applications submitted by by email before 11:59 p.m. on January 29, 2009 or mailed paper applications postmarked on or before Friday, January 29, 2010, will first be reviewed and evaluated by State Trails Program staff.

### **Application Review and Recommendation Meeting – April 2010**

The North Carolina Trails Committee will meet in April to review all project descriptions and make final funding recommendations to the Secretary of DENR.

### **Environmental and Historical Reviews – May 2010**

Grantee applications recommended for funding will be forwarded for review by the DPR Resource Management Section for compliance with the State's Environmental Protection Act; the FHWA for compliance with the National Environmental Policy Act; and, the State Historic Preservation Office for compliance with the State Historic Preservation Act. This review process can take eight weeks or longer. Tentative clearance date is July 2010.

### **Secretary's Award Letter – July 2010**

Applications found in compliance with environmental and historical reviews will be forwarded to the Secretary of DENR for review and approval. Grantees whose projects are selected for funding can expect an award letter from the Secretary in July 2010.

*Note: This letter will be notification that your application has been approved for funding. A contract must be fully executed between the State and the Grantee before you are authorized to expend funds that you will want to be reimbursed as a part of this AAT Grant.*

### **Award of Contract – October 2010**

All applications approved for funding (pending compliance with State and Federal environmental and historical rules and regulations) will be sent to the Division of Purchase and Services who will execute the individual grant contracts for signature. Contracts must be fully executed by all parties prior to expending any funds you will want to have reimbursed from 2010 AAT Funds. This process can take up to eight weeks to complete. Tentative date for issuance of contracts is October 2010.



## **STATE GRANT CONTRACT START AND END DATES**

The State Grant Contract provides a grantee a start and ending date for a grant project.

The State will not reimburse a grantee for any project expenditures that are dated prior to the start date or after the contract ending date as noted in the contract document.

State Grant Contracts for AAT grants provide the grantee two (2) years to complete the project. A grantee may request up to a one year extension given sufficient reason.

## **2009 ADOPT-A-TRAIL GRANT PROGRAM GRANTS AWARDED**

Click on the following link to download a listing of all applications received, a brief project description and amount of AAT grant award. ????????



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

ACCT # 4/3a 704-283-3746  
704-292-2588 Fax  
MEETING DATE 1-19-10  
John C. Petoskey  
Tax Administrator

**MEMORANDUM**

**TO:** The Board of County Commissioners

**FROM:** John C. Petoskey  
Tax Administrator

**DATE:** December 31, 2009

**RE:** **Seventh** Motor Vehicle Billing

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

JCP: jw

--- M O T O R V E H I C L E S Y S T E M ---

Motor Vehicle Billing Summary for the period 12/01/2009 to 12/31/2009

NOTE: Information for this report is taken from original billing records only and DOES NOT include any subsequent changes or adjustments to vehicle situs or value.

---Bdg No---	-----Description-----	--Key--	Bill Rate		Count	-----Total-----	
			Year	Year		---Value---	----Tax----
10	County.....	CN99999	2009	2004	1	51,082	268.18
10	County.....	CN99999	2009	2005	2	65,692	367.88
10	County.....	CN99999	2009	2006	2	68,791	437.99
10	County.....	CN99999	2009	2007	26	695,252	4,943.94
10	County.....	CN99999	2009	2008	492	5,154,324	33,318.38
10	County.....	CN99999	2009	2009	14,335	121,676,754	809,140.91
Totals.....					14,858	127,711,895	848,477.28
77	School dist - County.....	SC999	2009	2004	1	51,082	35.76
77	School dist - County.....	SC999	2009	2005	2	65,692	45.98
Totals.....					3	116,774	81.74
32	Fire Dist - Springs.....	FR015	2009	2008	22	134,410	39.85
32	Fire Dist - Springs.....	FR015	2009	2009	778	6,029,167	1,845.05
39	Fire Dist - Stallings.....	FR020	2009	2007	1	51,380	13.46
39	Fire Dist - Stallings.....	FR020	2009	2008	49	445,246	184.93
39	Fire Dist - Stallings.....	FR020	2009	2009	1,408	12,612,347	5,120.64
38	Fire dist - Hemby Bridge..	FR023	2009	2007	3	60,792	22.92
38	Fire dist - Hemby Bridge..	FR023	2009	2008	56	403,104	195.00
38	Fire dist - Hemby Bridge..	FR023	2009	2009	1,665	14,453,821	7,125.88
37	Fire dist - Wesley Chapel:	FR026	2009	2008	59	1,274,299	242.10
37	Fire dist - Wesley Chapel:	FR026	2009	2009	2,141	25,380,903	4,847.67
34	Fire Dist - Waxhaw.....	FR028	2009	2007	4	33,618	17.24
34	Fire Dist - Waxhaw.....	FR028	2009	2008	43	427,459	106.82
34	Fire Dist - Waxhaw.....	FR028	2009	2009	1,004	8,614,356	2,136.32
Totals.....					7,233	69,920,902	21,897.88
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2008	3	27,030	13.52
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2009	251	3,403,978	1,702.59
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2005	1	14,500	76.05
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2006	1	17,500	97.75
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2007	1	15,795	91.87
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2008	83	545,458	2,763.95
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2009	2,056	13,540,788	76,932.32
78	220170 Taxes Payable - Wingate.....	MN03000	2009	2008	5	37,305	145.49
78	220170 Taxes Payable - Wingate.....	MN03000	2009	2009	161	808,221	3,152.19
78	220120 Taxes Payable - Marshville...	MN04000	2009	2008	4	22,090	69.46
78	220120 Taxes Payable - Marshville...	MN04000	2009	2009	186	1,100,869	4,183.17
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2007	2	15,585	52.99
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2008	26	268,392	923.81

Motor Vehicle Billing Summary for the period 12/01/2009 to 12/31/2009

NOTE: Information for this report is taken from original billing records only and DOES NOT include any subsequent changes or adjustments to vehicle situs or value.

---Bdg No---	-----Description-----	--Key--	Bill Rate Year Year	Count	-----Total----- ---Value---	-----Tax----
78 220150	Taxes Payable - Waxhaw.....	MN05000	2009 2009	547	5,267,646	17,910.08
78 220110	Taxes Payable - Indian Trail..	MN06000	2009 2004	1	51,082	40.87
78 220110	Taxes Payable - Indian Trail..	MN06000	2009 2005	1	51,192	40.95
78 220110	Taxes Payable - Indian Trail..	MN06000	2009 2006	1	51,291	51.29
78 220110	Taxes Payable - Indian Trail..	MN06000	2009 2007	9	425,788	638.68
78 220110	Taxes Payable - Indian Trail..	MN06000	2009 2008	76	975,969	1,416.60
78 220110	Taxes Payable - Indian Trail..	MN06000	2009 2009	2,047	18,586,807	26,951.58
78 220140	Taxes Payable - Stallings....	MN07000	2009 2007	2	79,262	198.16
78 220140	Taxes Payable - Stallings....	MN07000	2009 2008	35	322,197	705.62
78 220140	Taxes Payable - Stallings....	MN07000	2009 2009	946	8,459,608	18,188.43
78 220160	Taxes Payable - Weddington...	MN08000	2009 2007	2	40,895	12.27
78 220160	Taxes Payable - Weddington...	MN08000	2009 2008	23	280,294	84.09
78 220160	Taxes Payable - Weddington...	MN08000	2009 2009	671	7,640,825	2,292.62
78 220115	Taxes Payable - Lake Park....	MN09000	2009 2008	6	39,570	75.14
78 220115	Taxes Payable - Lake Park....	MN09000	2009 2009	205	1,862,225	4,283.19
78 220175	Taxes Payable - Fairview.....	MN09300	2009 2007	2	16,233	3.25
78 220175	Taxes Payable - Fairview.....	MN09300	2009 2008	17	179,558	28.45
78 220175	Taxes Payable - Fairview.....	MN09300	2009 2009	152	1,270,891	191.94
78 220145	Taxes Payable - Hemby Bridge..	MN09500	2009 2008	5	21,380	5.39
78 220145	Taxes Payable - Hemby Bridge..	MN09500	2009 2009	71	464,744	116.30
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009 2008	12	114,600	16.86
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009 2009	400	4,167,496	687.72
78 220135	Taxes Payable - Unionville...	MN09800	2009 2008	13	147,470	32.68
78 220135	Taxes Payable - Unionville...	MN09800	2009 2009	357	2,631,603	526.34
78 220155	Taxes Payable - Mnrl Sprngs..	MN09900	2009 2008	8	52,140	12.00
78 220155	Taxes Payable - Mnrl Sprngs..	MN09900	2009 2009	184	1,325,887	331.66
Totals.....				8,573	74,344,164	165,047.32
Grand Totals.....						1,035,504.22

--- M O T O R V E H I C L E S Y S T E M ---

- Motor Vehicle Special Charge Summary -  
For the period: 12/01/2009 to 12/31/2009

Mn Cd	-----Text-----	Count	-----Total----- ---Value---	--Spc Tax--
02000	Monroe Vehicle Tax \$5.00	2,080	13,977,738	10,400.00

- - - E N D - - -



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

AGENDA ITEM  
# 4/3b  
MEETING DATE 1-19-10

704-283-3746  
704-283-3616 Fax

John C. Petoskey  
Tax Administrator

**MEMORANDUM**

**TO:** The Board of County Commissioners

**FROM:** John C. Petoskey  
Tax Administrator

**DATE:** December 31, 2009

**RE:** **Sixth** Motor Vehicle Release Register

I hereby certify the following **Releases** were made during the period of **12/01/2009 –12/31/2009**. The releases represent both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

(Finance)

Assessor Release Register for the period 12/01/2009 to 12/31/2009

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value-----	-----Total-----	-----Tax-----	-----Int-----
10	County.....	CN99999	2005	2005	0	.40-	.00	
10	County.....	CN99999	2006	2005	0	32.25-	8.32-	
10	County.....	CN99999	2006	2006	0	.38-	.00	
10	County.....	CN99999	2007	2007	0	25.72-	3.55-	
10	County.....	CN99999	2008	2007	21,500	25.47-	2.53-	
10	County.....	CN99999	2008	2008	65,052	463.09-	29.51-	
10	County.....	CN99999	2009	2008	159,265	1,059.12-	32.43-	
10	County.....	CN99999	2009	2009	645,086	4,343.63-	3.45-	
Net Totals.....					890,903	5,950.06-	79.79-	
77	School dist - County.....	SC999	2005	2005	0	.05-	.00	
77	School dist - County.....	SC999	2006	2005	0	4.04-	1.04-	
Net Totals.....					0	4.09-	1.04-	
32	Fire Dist - Springs.....	FR015	2009	2008	2,513	.77-	.01-	
32	Fire Dist - Springs.....	FR015	2009	2009	3,453	1.06-	.00	
39	Fire Dist - Stallings.....	FR020	2008	2008	0	.42-	.06-	
39	Fire Dist - Stallings.....	FR020	2009	2008	1,878	.76-	.00	
39	Fire Dist - Stallings.....	FR020	2009	2009	38,402	15.60-	.06-	
38	Fire dist - Hemby Bridge..	FR023	2005	2005	1,110	.00	.00	
38	Fire dist - Hemby Bridge..	FR023	2006	2006	810	.00	.00	
38	Fire dist - Hemby Bridge..	FR023	2007	2007	810	.00	.00	
38	Fire dist - Hemby Bridge..	FR023	2009	2008	51,160	25.22-	.75-	
38	Fire dist - Hemby Bridge..	FR023	2009	2009	149,022	73.43-	.02-	
37	Fire dist - Wesley Chapel:	FR026	2008	2008	51,102	9.76-	.63-	
37	Fire dist - Wesley Chapel:	FR026	2009	2008	5,266	1.00-	.01-	
37	Fire dist - Wesley Chapel:	FR026	2009	2009	67,775	12.93-	.00	
34	Fire Dist - Waxhaw.....	FR028	2009	2009	37,348	9.27-	.00	
Net Totals.....					410,649	150.22-	1.54-	
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2009	6,569	3.29-	.00	
78	220130 Taxes Payable - Monroe.....	MN02000	2006	2005	0	32.39-	8.33-	
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2007	0	20.90-	2.98-	
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	7,480	11.85-	1.14-	
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2008	13,950	95.04-	6.38-	
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2008	66,218	352.78-	9.85-	
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2009	139,189	767.29-	1.90-	
78	220170 Taxes Payable - Wingate.....	MN03000	2009	2008	10,530	41.07-	1.13-	
78	220170 Taxes Payable - Wingate.....	MN03000	2009	2009	3,398	13.25-	.00	
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2009	10,475	35.60-	.00	
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2008	35,440	51.39-	1.59-	

(Finance)

Assessor Release Register for the period 12/01/2009 to 12/31/2009

(Summary)

78	220110	Taxes Payable - Indian Trail.:	MN06000	2009	2009	38,809	56.02-	.33-
78	220140	Taxes Payable - Stallings....:	MN07000	2008	2008	0	2.23-	.15-
78	220140	Taxes Payable - Stallings....:	MN07000	2009	2008	1,878	4.11-	.00
78	220140	Taxes Payable - Stallings....:	MN07000	2009	2009	134,706	289.64-	.11-
78	220160	Taxes Payable - Weddington....:	MN08000	2009	2009	49,797	14.94-	.00
78	220115	Taxes Payable - Lake Park....:	MN09000	2009	2009	1,735	3.99-	.00
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2008	2008	17,390	2.87-	.20-
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2008	5,266	.87-	.01-
78	220135	Taxes Payable - Unionville....:	MN09800	2009	2009	8,654	1.73-	.00
78	220155	Taxes Payable - Mnrl Sprngs...:	MN09900	2009	2009	1,305	.33-	.00
Net Totals.....:						552,789	1,801.58-	34.10-
84	220000	NC State Interest.....:	NC00000	2006	2005	0	.00	2.06-
84	220000	NC State Interest.....:	NC00000	2007	2007	0	.00	1.39-
84	220000	NC State Interest.....:	NC00000	2008	2007	0	.00	1.12-
84	220000	NC State Interest.....:	NC00000	2008	2008	0	.00	17.20-
84	220000	NC State Interest.....:	NC00000	2009	2008	0	.00	44.28
84	220000	NC State Interest.....:	NC00000	2009	2009	0	.00	8.85-
Net Totals.....:						0	.00	74.90-
Net Grand Totals.....:							7,905.95-	191.37-





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

AGENDA ITEM  
# 43c  
MEETING DATE 1-19-10  
704-283-3746  
704-283-3616 Fax

John C. Petoskey  
Tax Administrator

**MEMORANDUM**

**TO:** The Board of County Commissioners  
**FROM:** John C. Petoskey  
Tax Administrator  
**DATE:** December 31, 2009  
**RE:** Sixth Motor Vehicle Refund Register

I hereby certify the following **Refunds** that were made during the period of **12/01/2009 – 12/31/2009**. The refunds represent releases of both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

(Finance)

Assessor Refund Register for the period 12/01/2009 to 12/31/2009

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value-----	-----Total----- ---Tax---	---Int---
10	County.....	CN99999	2005	2004	0	.89-	.00
10	County.....	CN99999	2005	2005	0	13.72-	.00
10	County.....	CN99999	2006	2006	0	8.70-	.00
10	County.....	CN99999	2007	2006	0	5.88-	.00
10	County.....	CN99999	2007	2007	43,150	313.30-	.00
10	County.....	CN99999	2008	2007	37,625	278.65-	.00
10	County.....	CN99999	2008	2008	66,700	563.67-	.00
10	County.....	CN99999	2009	2006	2,224	14.16-	.00
10	County.....	CN99999	2009	2007	8,930	63.50-	.00
10	County.....	CN99999	2009	2008	32,013	212.50-	.06-
10	County.....	CN99999	2009	2009	62,393	481.27-	.00
Net Totals.....					253,035	1,956.24-	.06-
77	School dist - County.....	SC999	2005	2004	0	.12-	.00
77	School dist - County.....	SC999	2005	2005	0	1.72-	.00
Net Totals.....					0	1.84-	.00
39	Fire Dist - Stallings.....	FR020	2009	2009	8,660	3.51-	.00
38	Fire dist - Hemby Bridge..	FR023	2005	2004	14,190	.00	.00
38	Fire dist - Hemby Bridge..	FR023	2005	2005	34,680	.00	.00
38	Fire dist - Hemby Bridge..	FR023	2006	2006	18,750	.00	.00
38	Fire dist - Hemby Bridge..	FR023	2007	2006	12,680	.00	.00
38	Fire dist - Hemby Bridge..	FR023	2007	2007	60,290	16.27-	.00
38	Fire dist - Hemby Bridge..	FR023	2008	2007	11,400	.00	.00
38	Fire dist - Hemby Bridge..	FR023	2008	2008	65,037	16.45-	.00
38	Fire dist - Hemby Bridge..	FR023	2009	2008	10,480	.00	.00
37	Fire dist - Wesley Chapel:	FR026	2009	2009	47,610	9.09-	.00
34	Fire Dist - Waxhaw.....	FR028	2008	2008	15,230	4.21-	.00
34	Fire Dist - Waxhaw.....	FR028	2009	2007	8,930	4.58-	.00
Net Totals.....					307,937	54.11-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2008	23,083	127.22-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2009	0	52.89-	.00
78	220170 Taxes Payable - Wingate.....	MN03000	2009	2009	750	2.93-	.00
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2007	8,930	30.36-	.00
78	220110 Taxes Payable - Indian Trail:	MN06000	2009	2009	4,820	6.99-	.00
78	220140 Taxes Payable - Stallings.....	MN07000	2009	2009	4,540	9.76-	.00
78	220175 Taxes Payable - Fairview.....	MN09300	2009	2008	1,862	.39-	.00
78	220165 Taxes Payable - Wesley Chapel:	MN09700	2009	2009	21,170	3.49-	.00
Net Totals.....					65,155	234.03-	.00

(Finance)

Assessor Refund Register for the period 12/01/2009 to 12/31/2009

(Summary)

84	220000	NC State Interest.....	NC00000	2008	2007	0	.00	.00
84	220000	NC State Interest.....	NC00000	2008	2008	0	.00	.00
84	220000	NC State Interest.....	NC00000	2009	2008	0	.00	.06-
84	220000	NC State Interest.....	NC00000	2009	2009	0	.00	.00
Net Totals.....						0	.00	.06-
Net Grand Totals.....							2,246.22-	.12-

# RELEASES DECEMBER 2009

2009															
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-100	CSLL-100	HembyGT	SpringsGT	StallGT	StallLL	WaxhawGT	WaxhawLL	WesleyGT
08066024A	PURSER KENNETH LANE	6121	347,040						171.09						
01036004 01	GADDY PEGGY T	6126	295,060		1,962.15										
09339001B	CENTRAL UNION CHURCH OF	6127	920,460		6,121.06										
02211025A	DEPARTMENT OF TRANSPOR	6128	45,200		300.58										
G6123018	HINSON FARMS LLC	6132	1,515,620		10,078.87										289.48
03183018A	BAKER JOE EDWARD JR & E	6120	100,390		667.59										
09231239	LARA FREDDY & WIFE WALK	6137	112,910		750.85										
02303055A	HORNE C W	6138	106,520		708.36										
06147008A	DOW ROBERT B TRUST	6139	2,300,360		15,297.40										
50080880	PURSER KENNETH LANE	6144		7,400					3.65						
50103401	AUTOSTAR SOLUTIONS	6145		2,755	351.70	154.37	24.11	13.40							
50093002	MORGAN COMMUNITIES OF	6146		143,280	952.81	95.28							35.53	3.55	
50096440	OOH & AAH QUILTED DESIGN	6147		16,770	111.52	11.15									
50091861	LAMBERT JEREMY ROBERT	6148		8,386	55.77	11.73							2.08	0.44	
50099423	HINOTE LLOYD HUBERT JR	6150		17,942	119.31	11.93									
50101549	STARR MARK E	6153		14,080	93.63	9.36									2.69
07018013	RITCH RAMELLE H	6155	61,660		410.04				30.39						
50079825	PENEGAR HOYLE L & BOBBIE	6156		4,700	31.26										0.90
50097657	EICHENSEHR DANIEL C	6157		5,180	34.45										
50025523	ROYAL LANDSCAPE SERVICE	6158		15,837	105.32										
50095196	PRIMIER TRAINING ACADEMY	6159		3,050	20.28	2.03									
07048072A	BOSTIC PROPERTIES OF INC	6160	32,880		218.65										
06057003D	SELLECK MARK A & WF SUE	6161	20,600		136.99					6.30					
06135014C	HONEYCUTT BRUCE A	6162	23,840		158.54										
06072249	HOLLISTER OWNERS ASSOC	6163	49,580		330.90										9.50
08231104	MYERS HARRY SPENCER & V	6165	50,080		333.03										
06072248	HOLLISTER OWNERS ASSOC	6166	990,330		6,585.69										189.15
09177064	D & R DEVELOPERS LLP	6167	1,000		6.65										
09292007	THOMAS KENNETH E	6168	26,750		177.89										
07069133	KELLY DEBORAH K	6175	26,480		176.09										

# 4/3d  
 MEETING DATE 1-19-10  
 AGENDA ITEM

RELEASES DECEMBER 2009															
2009															
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-100	CSLL-100	HembyGT	SpringsGT	StallGT	StallLL	WaxhawGT	WaxhawLL	WesleyGT
07069212	KELLY DEBORAH K	6176													
07069150	KELLY DEBORAH K	6177	1,200		15.10										
07132004B	CHESTNUT OF UNION LLC	6178	275,400		1,831.41						111.81				
<b>Totals-2009</b>			<b>7,303,360</b>	<b>239,380</b>	<b>48,143.89</b>	<b>295.85</b>	<b>24.11</b>	<b>13.40</b>	<b>205.13</b>	<b>6.30</b>	<b>111.81</b>	<b>-</b>	<b>37.61</b>	<b>3.99</b>	<b>491.72</b>
2008															
02211025A	DEPARTMENT OF TRANSPOR	6129	45,200		300.58										
50093002	MORGAN COMMUNITIES OF	6154		124,590	828.52	82.85							30.90	3.09	
06057003D	SELLECK MARK A & WF SUE	6164	20,600		136.99					6.30					
<b>Totals-2008</b>			<b>65,800</b>	<b>124,590</b>	<b>1,266.09</b>	<b>82.85</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6.30</b>	<b>-</b>	<b>-</b>	<b>30.90</b>	<b>3.09</b>	<b>-</b>
2007															
02211025A	DEPARTMENT OF TRANSPOR	6130	29,280		208.21										
50095044	ALEXANDER WILLIAM LARRY	6149		3,350	23.82	2.38					0.88	0.09			
<b>Totals-2007</b>			<b>29,280</b>	<b>3,350</b>	<b>232.03</b>	<b>2.38</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.88</b>	<b>0.09</b>	<b>-</b>	<b>-</b>	<b>-</b>
2006															
02211025A	DEPARTMENT OF TRANSPOR	6131	29,280		186.43										
<b>Totals-2006</b>			<b>29,280</b>	<b>-</b>	<b>186.43</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>GRAND TOTALS</b>			<b>7,427,720</b>	<b>367,320</b>	<b>49,828.44</b>	<b>381.08</b>	<b>24.11</b>	<b>13.40</b>	<b>205.13</b>	<b>12.60</b>	<b>112.69</b>	<b>0.09</b>	<b>68.51</b>	<b>7.08</b>	<b>491.72</b>

# RELEASES DECEMBER 2009

2009										
Acct #	Name	Release #	Real Value	Pers. Value	WesleyLL	BakersFF	UnionvilleFF	WesleyTT	HembyTT	Totals
08066024A	PURSER KENNETH LANE	6121	347,040							171.09
01036004 01	GADDY PEGGY T	6126	295,060							1,962.15
09339001B	CENTRAL UNION CHURCH OF	6127	920,460							6,121.06
02211025A	DEPARTMENT OF TRANSPORTATION	6128	45,200							300.58
G6123018	HINSON FARMS LLC	6132	1,515,620							10,388.35
03183018A	BAKER JOE EDWARD JR & E	6120	100,390							667.59
09231239	LARA FREDDY & WIFE WALKER	6137	112,910							750.85
02303055A	HORNE C W	6136	106,520							708.36
06147008A	DOW ROBERT B TRUST	6139	2,300,360							15,297.40
50080880	PURSER KENNETH LANE	6144		7,400						3.65
50103401	AUTOSTAR SOLUTIONS	6145		2,755						543.58
50093002	MORGAN COMMUNITIES OF	6146		143,280						1,087.17
50096440	OOH & AAH QUILTED DESIGN	6147		16,770						122.67
50091861	LAMBERT JEREMY ROBERT	6148		8,386						70.02
50099423	HINOTE LLOYD HUBERT JR	6150		17,942						131.24
50101549	STARR MARK E	6153		14,080	0.27					105.95
07018013	RITCH RAMELLE H	6155	61,660						15.42	455.85
50079825	PENEGAR HOYLE L & BOBBIE	6156		4,700				0.78		32.94
50097657	EICHENSEHR DANIEL C	6157		5,180						34.45
50025523	ROYAL LANDSCAPE SERVICE	6158		15,837						105.32
50095196	PRIMIER TRAINING ACADEMY	6159		3,050						22.31
07048072A	BOSTIC PROPERTIES OF INC	6160	32,880			4.02				222.87
06057003D	SELLECK MARK A & WF SUE	6161	20,600							143.28
08135014C	HONEYCUTT BRUCE A	6162	23,840							158.54
06072249	HOLLISTER OWNERS ASSOCIATION	6163	49,580							340.40
08231104	MYERS HARRY SPENCER & V	6165	50,080							333.03
06072248	HOLLISTER OWNERS ASSOCIATION	6166	990,330							6,774.84
09177064	D & R DEVELOPERS LLP	6167	1,000				4.37			11.02
09292007	THOMAS KENNETH E	6168	26,750							177.89
07069133	KELLY DEBORAH K	6175	26,480			197.03				373.12

# RELEASES DECEMBER 2009

2009										
Acct #	Name	Release #	Real Value	Pers. Value	WesleyLL	BakersFF	UnionvilleFF	WesleyTT	HembyTT	Totals
07069212	KELLY DEBORAH K	6176				36.19				36.19
07069150	KELLY DEBORAH K	6177	1,200			36.19				51.29
07132004B	CHESTNUT OF UNION LLC	6178	275,400							1,943.22
<b>Totals-2009</b>			<b>7,303,360</b>	<b>239,380</b>	<b>0.27</b>	<b>273.43</b>	<b>4.37</b>	<b>0.78</b>	<b>15.42</b>	<b>49,628.08</b>
2008										
02211025A	DEPARTMENT OF TRANSPORTATION	6129	45,200							300.58
50093002	MORGAN COMMUNITIES OF	6154		124,590						945.36
06057003D	SELLECK MARK A & WF SUE	6164	20,600							143.29
<b>Totals-2008</b>			<b>65,800</b>	<b>124,590</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,389.23</b>
2007										
02211025A	DEPARTMENT OF TRANSPORTATION	6130	29,280							208.21
50095044	ALEXANDER WILLIAM LARRY	6149		3,350						27.17
<b>Totals-2007</b>			<b>29,280</b>	<b>3,350</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>235.38</b>
2006										
02211025A	DEPARTMENT OF TRANSPORTATION	6131	29,280							186.43
<b>Totals-2006</b>			<b>29,280</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>186.43</b>
<b>GRAND TOTALS</b>			<b>7,427,720</b>	<b>367,320</b>	<b>0.27</b>	<b>273.43</b>	<b>4.37</b>	<b>0.78</b>	<b>15.42</b>	<b>51,439.12</b>

# REFUNDS DECEMBER 2009

2009											
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	HembyGT	HembyLL	WesleyGT	Totals
50067286	GRIFFIN INDUSTRIES INC	6151		298,770	1,986.82	414.51					2,401.33
50083523	ROBINSON'S DAY CARE NURS	6152		1,030	6.85	0.69		0.51	0.05		8.10
06189071	GETZ W WALLACE & JEAN H	6169	22,000		146.30					4.21	150.51
08237038	OLD GATE DEVELOPERS LLC	6133	14,750		98.08						98.08
<b>Totals-2009</b>			<b>36,750</b>	<b>299,800</b>	<b>2,238.05</b>	<b>415.20</b>	<b>-</b>	<b>0.51</b>	<b>0.05</b>	<b>4.21</b>	<b>2,658.02</b>
2008											
08066024A	PURSER KENNETH LAND	6122	347,040					171.09			171.09
50080880	PURSER KENNETH LAND	6140	7,200					3.55			3.55
06189071	GETZ W WALLACE & JEAN H	6170	22,000		146.30						146.30
08237038	OLD GATE DEVELOPERS LLC	6134	14,750		98.08						98.08
<b>Totals-2008</b>			<b>390,990</b>	<b>-</b>	<b>244.38</b>	<b>-</b>	<b>-</b>	<b>174.64</b>	<b>-</b>	<b>-</b>	<b>419.02</b>
2007											
08066024A	PURSER KENNETH LAND	6123	256,570					96.73			96.73
50080880	PURSER KENNETH LAND	6141	7,200					2.71			2.71
06189071	GETZ WA WALLACE & JEAN H	6171	22,000		156.44						156.44
08237038	OLD GATE DEVELOPERS LLC	6135	4,000		28.44						28.44
<b>Totals-2007</b>			<b>289,770</b>	<b>-</b>	<b>184.88</b>	<b>-</b>	<b>-</b>	<b>99.44</b>	<b>-</b>	<b>-</b>	<b>284.32</b>
2006											
08066024A	PURSER KENNETH LAND	6124	256,570					119.05			119.05
50080880	PURSER KENNETH LAND	6142	7,200					3.34			3.34
06189071	GETZ W WALLACE % JEAN H	6172	22,000		140.08						140.08
08237038	OLD GATE DEVELOPERS LLC	6136	4,000		25.47						25.47
<b>Totals-2006</b>			<b>289,770</b>	<b>-</b>	<b>165.55</b>	<b>-</b>	<b>-</b>	<b>122.39</b>	<b>-</b>	<b>-</b>	<b>287.94</b>
2005											
08066024A	PURSER KENNETH LAND	6125	256,570					103.65			103.65
50080880	PURSER KENNETH LAND	6143	7,200					2.91			2.91
06189071	GETZ W WALLACE & JEAN H	6173	22,000		123.20		15.40				138.60
<b>Totals-2005</b>			<b>286,770</b>	<b>-</b>	<b>123.20</b>	<b>-</b>	<b>15.40</b>	<b>106.56</b>	<b>-</b>	<b>-</b>	<b>245.16</b>
2004											
06189071	GETZ W WALLACE & JEAN H	6174	22,000		115.50		15.40				130.90
<b>Totals-2004</b>			<b>22,000</b>	<b>-</b>	<b>115.50</b>	<b>-</b>	<b>15.40</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>130.90</b>

AGENDA ITEM  
 # 4/3e  
 MEETING DATE 1-19-10



# REFUNDS DECEMBER 2009

2009											
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	HembyGT	HembyLL	WesleyGT	Totals
<b>GRAND TOTALS</b>			<b>1,316,050</b>	<b>299,800</b>	<b>3,071.56</b>	<b>415.20</b>	<b>30.80</b>	<b>603.54</b>	<b>0.05</b>	<b>4.21</b>	<b>4,025.36</b>

**December 2009 Budget Transfers Report**

01/06/2010 10:31 | \* \* MUNIS - LIVE \* \*  
| JOURNAL INQUIRY

PG 1  
lgjcjeing

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV STATUS	BUD YEAR	JNL TYPE
2010 04	1034 BUA	10/20/2009	01/05/2010	LIT	chelms		IN J/E	2010	

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	55498000	4015			LIT24A	TO RV. LIT 24 AND POST LIT	11,666,040.51	
55	-98-4-980-00-4015					IFT FROM DEBT RESERVE FUND		
2	55498000	4015			LIT24A	TO RV. LIT 24 AND POST LIT	11,666,040.51	
55	-98-4-980-00-4015					IFT FROM DEBT RESERVE FUND		
3	55491100	4710 530			LIT24A	TO RV. LIT 24 AND POST LIT	11,666,040.51	
55	-91-4-911-00-4710				-530	GO BOND PROCEEDS		
4	55491100	4710 530			LIT24A	TO RV. LIT 24 AND POST LIT	11,666,040.51	
55	-91-4-911-00-4710				-530	GO BOND PROCEEDS		

School Bond Fund-55 - LIT to adjust budget accounts (account by account) to actual or revised project estimates based on 2009 CIP submission and discussions with UCPS officials (posting correction to two accounts).

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV STATUS	BUD YEAR	JNL TYPE
2010 06	202 BUA	12/07/2009	12/08/2009	LIT	chelms		IN J/E	2010	

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	61511100	5311			LIT35	FEB 2010 CONFERENCE EXPENS	1,020.00	
61	-90-5-111-00-5311					TRAVEL		
2	61511100	5312			LIT35	FEB 2010 CONFERENCE EXPENS	1,440.00	
61	-90-5-111-00-5312					TRAVEL SUBSISTENCE		
3	61511100	5395			LIT35	FEB 2010 CONFERENCE EXPENS	1,470.00	
61	-90-5-111-00-5395					EDUCATION EXPENSES		
4	61511100	5260			LIT35	FEB 2010 CONFERENCE EXPENS	3,930.00	
61	-90-5-111-00-5260					PRINTING AND OFFICE SUPPLIES		
** JOURNAL TOTAL				0.00		0.00		

Water and Sewer Operating Fund - LIT to adjust budget accounts within the Administration program budgets.

YEAR PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV STATUS	BUD YEAR	JNL TYPE
2010 06	269 BUA	12/02/2009	12/10/2009	LIT	chelms		IN J/E	2010	

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10553101	5325 1452			LIT36	POSTAGE CHRISTMAS BUREAU	800.00	
10	-60-5-531-01-5325				-1452	POSTAGE		
2	10553101	5399 1452			LIT36	POSTAGE CHRISTMAS BUREAU	800.00	
10	-60-5-531-01-5399				-1452	PUBLIC ASSISTANCE		
** JOURNAL TOTAL				0.00		0.00		

General Fund - LIT to adjust budget accounts within the Social Services - Christmas Bureau program budget.

Agenda Item #: 4/4  
Meeting Date: 1-19-2010

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 271 BUA 12/10/2009 12/10/2009 CMBA chelms 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10593000	5185					UNEMPLOYMENT CHG BY ESC		83,878.00
10	-92-5-930-00-5185						UNEMPLOYMENT CLAIMS		
2	10541400	5185					UNEMPLOYMENT CHG BY ESC	629.00	
10	-10-5-414-00-5185						UNEMPLOYMENT CLAIMS		
3	10542500	5185					UNEMPLOYMENT CHG BY ESC	2,158.00	
10	-10-5-425-00-5185						UNEMPLOYMENT CLAIMS		
4	10543135	5185					UNEMPLOYMENT CHG BY ESC	1,714.00	
10	-20-5-431-35-5185						UNEMPLOYMENT CLAIMS		
5	10543135	5185	1080				UNEMPLOYMENT CHG BY ESC	52.00	
10	-20-5-431-35-5185		-1080				UNEMPLOYMENT CLAIMS		
6	10551150	5185	1321				UNEMPLOYMENT CHG BY ESC	142.00	
10	-60-5-511-50-5185		-1321				UNEMPLOYMENT CLAIMS		
7	10551150	5185	1320				UNEMPLOYMENT CHG BY ESC	5,411.00	
10	-60-5-511-50-5185		-1320				UNEMPLOYMENT CLAIMS		
8	10551153	5185	1370				UNEMPLOYMENT CHG BY ESC	142.00	
10	-60-5-511-53-5185		-1370				UNEMPLOYMENT CLAIMS		
9	10553101	5185	1450				UNEMPLOYMENT CHG BY ESC	60,098.00	
10	-60-5-531-01-5185		-1450				UNEMPLOYMENT CLAIMS		
10	10561100	5185	1800				UNEMPLOYMENT CHG BY ESC	6,586.00	
10	-80-5-611-00-5185		-1800				UNEMPLOYMENT CLAIMS		
11	10561301	5185					UNEMPLOYMENT CHG BY ESC	5,248.00	
10	-80-5-613-01-5185						UNEMPLOYMENT CLAIMS		
12	10561371	5185					UNEMPLOYMENT CHG BY ESC	1,698.00	
10	-80-5-613-71-5185						UNEMPLOYMENT CLAIMS		
** JOURNAL TOTAL					0.00			0.00	

General Fund, Water and Sewer Operating Fund, and Solid Waste Operating Fund - CMBA to appropriate nondepartmental funds for unemployment charges as allocated to the departments as provided in the Resolution Governing Certain Contract, Personnel, and Fiscal Matters (J).

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 375 BUA 12/10/2009 12/14/2009 LIT chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10443130	4387	1064S				JAG FED FUNDS TO PROJECT		183,495.00
10	-20-4-431-30-4387		-1064S				FED GRANT-ARRA		
2	10543130	5920	1064				JAG FED FUNDS TO PROJECT	183,495.00	
10	-20-5-431-30-5920		-1064				CONTINGENCY		
3	10443130	4920	1064				JAG FED FUNDS TO PROJECT	183,495.00	
10	-20-4-431-30-4920		-1064				CONTINGENCY		
4	10543130	5265	1064S				JAG FED FUNDS TO PROJECT	183,495.00	
10	-20-5-431-30-5265		-1064S				OFFICE COMPUTER EQUIPMENT		
** JOURNAL TOTAL					0.00			0.00	

General Fund - LIT to adjust budget accounts within the Law Enforcement - JAG Stimulus Funds program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 493 BUA 12/16/2009 12/21/2009 LIT chelms 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553160	5312	1510	LIT38			COVER TRAVEL REIMBURSEMENT	40.00		
10	-60-5-531-60-5312			-1510			TRAVEL SUBSISTENCE			
2	10553160	5395	1510	LIT38			COVER TRAVEL REIMBURSEMENT		40.00	
10	-60-5-531-60-5395			-1510			EDUCATION EXPENSES			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts within the Social Services - Group Home program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 494 BUA 12/15/2009 12/21/2009 LIT chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553160	5260	1502	LIT39			COVER COPIER EXPENSE	2,632.00		
10	-60-5-531-60-5260			-1502			PRINTING AND OFFICE SUPPLIES			
2	10553160	5430	1502	LIT39			COVER COPIER EXPENSE		2,632.00	
10	-60-5-531-60-5430			-1502			RENTAL OF EQUIPMENT			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts within the Social Services - Community Alternative (CAP) program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 495 BUA 12/14/2009 12/21/2009 LIT chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10540900	5491		LIT40			COVER MEMBERSHIP RENEWALS	55.00		
10	-10-5-409-00-5491			-			DUES AND MEMBERSHIPS			
2	10540900	5312		LIT40			COVER MEMBERSHIP RENEWALS		55.00	
10	-10-5-409-00-5312			-			TRAVEL SUBSISTENCE			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts within the Personnel Department program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 496 BUA 12/14/2009 12/21/2009 LIT chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
----	-----	--------	------	------	------	------	------------------	-------	--------	----

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 496 BUA 12/14/2009 12/21/2009 LIT chelms 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10561301	5570		LIT41			PAVING REPAIRS MAIN ROADWA	2,100.00		
10	-80-5-613-01-5570						LAND AND IMPROVEMENTS			
2	10561301	5570		LIT41			PAVING REPAIRS MAIN ROADWA	2,100.00		
10	-80-5-613-01-5570						LAND AND IMPROVEMENTS			
3	10561301	5570		LIT41			PAVING REPAIRS MAIN ROADWA	2,100.00		
10	-80-5-613-01-5570						LAND AND IMPROVEMENTS			
4	10561301	5260		LIT41			PAVING REPAIRS MAIN ROADWA		2,100.00	
10	-80-5-613-01-5260						PRINTING AND OFFICE SUPPLIES			
5	10561301	5290		LIT41			PAVING REPAIRS MAIN ROADWA		2,100.00	
10	-80-5-613-01-5290						TOOLS AND SUPPLIES			
6	10561301	5358		LIT41			PAVING REPAIRS MAIN ROADWA		2,100.00	
10	-80-5-613-01-5358						MAINT & REPAIRS-VEH INTERDEPT			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts within the Parks and Recreation - Administration program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 497 BUA 12/11/2009 12/21/2009 LIT chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	61531100	5265		LIT42			LAPTOPS FOR SCADA	1,500.00		
61	-90-5-311-00-5265						OFFICE COMPUTER EQUIPMENT			
2	61531100	5395		LIT42			LAPTOPS FOR SCADA		1,500.00	
61	-90-5-311-00-5395						EDUCATION EXPENSES			
** JOURNAL TOTAL					0.00		0.00			

Water and Sewer Operating Fund - LIT to adjust budget accounts within the Water Distribution - Westside program budgets.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 501 BUA 12/14/2009 12/21/2009 BA chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551154	5397	1392	BA26			PROHIBIT SMOKING	450.00		
10	-60-5-511-54-5397			-1392			PUBLIC ASSISTANCE INCENTIVES			
2	10451154	4413	1392	BA26			PROHIBIT SMOKING		3,194.00	
10	-60-4-511-54-4413			-1392			ST GRANT-NC DEPT EHNR			
3	10551154	5311	1392	EA26			PROHIBIT SMOKING	2,744.00		
10	-60-5-511-54-5311			-1392			TRAVEL			

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  
 2010 06 501 BUA 12/14/2009 12/21/2009 BA chelms 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
4	10	393500		BA26					3,194.00	1
10		-393500-					BUDGET APPROPRIATIONS CONTROL			
5	10	393400		BA26				3,194.00		1
10		-393400-					BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					3,194.00		3,194.00			

BA#26 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 505 BUA 12/14/2009 12/21/2009 BA chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10561100	5121	1804	BA27			FUNDS FOR SMART START	18,751.00		
10		-80-5-611-00-5121		-1804			SALARIES & WAGES			
2	10561100	5126	1804	BA27			FUNDS FOR SMART START	6,802.00		
10		-80-5-611-00-5126		-1804			SALARIES & WAGES-TEMP AND PART			
3	10561100	5132	1804	BA27			FUNDS FOR SMART START	439.00		
10		-80-5-611-00-5132		-1804			SEPARATION ALLOWANCE			
4	10561100	5134	1804	BA27			FUNDS FOR SMART START	937.00		
10		-80-5-611-00-5134		-1804			401-K SUPP RET PLAN -OTHER			
5	10561100	5181	1804	BA27			FUNDS FOR SMART START	1,955.00		
10		-80-5-611-00-5181		-1804			FICA CONTRIBUTIONS			
6	10561100	5182	1804	BA27			FUNDS FOR SMART START	917.00		
10		-80-5-611-00-5182		-1804			RET CONTRIB.- OTHER EMPLOYEES			
7	10561100	5183	1804	BA27			FUNDS FOR SMART START	3,531.00		
10		-80-5-611-00-5183		-1804			HEALTH INSURANCE			
8	10561100	5187	1804	BA27			FUNDS FOR SMART START	234.00		
10		-80-5-611-00-5187		-1804			DENTAL INSURANCE			
9	10561100	5190	1804	BA27			FUNDS FOR SMART START	66.00		
10		-80-5-611-00-5190		-1804			LIFE INSURANCE - EMPLOYEES			
10	10561100	5260	1804	BA27			FUNDS FOR SMART START	228.00		
10		-80-5-611-00-5260		-1804			PRINTING AND OFFICE SUPPLIES			
11	10561100	5370	1804	BA27			FUNDS FOR SMART START	350.00		
10		-80-5-611-00-5370		-1804			ADVERTISING/EMPL.RECONGNITION			
12	10561100	5233	1804	BA27			FUNDS FOR SMART START		3,687.00	
10		-80-5-611-00-5233		-1804			PERIODICALS BOOKS & OTHER PUB			
13	10461100	4447	1804	BA27			FUNDS FOR SMART START		30,523.00	
10		-80-4-611-00-4447		-1804			ST GRANT-SMART START			
14	10	393500		BA27					30,523.00	1
10		-393500-					BUDGET APPROPRIATIONS CONTROL			

General Fund - BA to appropriate additional State funds for the Library - Partnership for Children program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 505 BUA 12/14/2009 12/21/2009 BA chelms 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
15	10	393400						30,523.00		1
10		-393400-					BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					30,523.00		30,523.00			

BA#27 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 642 BUA 12/18/2009 12/22/2009 LIT chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551150	5383	1323				FUNDS MED SVC LINE FOR EXP	1,042.00		
10		-60-5-511-50-5383		-1323			MEDICAL SERVICES			
2	10551150	5239	1323				FUNDS MED SVC LINE FOR EXP		700.00	
10		-60-5-511-50-5239		-1323			MEDICAL SUPPLIES AND EQUIPMENT			
3	10551150	5312	1323				FUNDS MED SVC LINE FOR EXP		342.00	
10		-60-5-511-50-5312		-1323			TRAVEL SUBSISTENCE			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts within the Public Health - Breast & Cervical Cancer Control program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 784 BUA 12/29/2009 01/05/2010 LIT chelms 1N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	40543130	5540	PR045				MOVE BUDGET \$ TO VEH CAP L	11,647.00		
40		-20-5-431-00-5540		-PR045			VEHICLES			
2	40543135	5540	PR045				MOVE BUDGET \$ TO VEH CAP L	1,357.00		
40		-20-5-431-35-5540		-PR045			VEHICLES			
3	40543138	5540	PR045				MOVE BUDGET \$ TO VEH CAP L	112.00		
40		-20-5-431-38-5540		-PR045			VEHICLES			
4	40543128	5550	PR045				MOVE BUDGET \$ TO VEH CAP L		13,116.00	
40		-20-5-431-28-5550		-PR045			OTHER EQUIPMENT			
** JOURNAL TOTAL					0.00		0.00			

General Capital Project Ordinance Fund - LIT to adjust budget accounts within the FY2010 Law Enforcement Capital project.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 785 BUA 12/29/2009 01/05/2010 LIT chelms IN J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10541620	5410		LIT45			FUNDS PROB.OFFICE STAFFORD ST.	11,422.00		
10	-10-5-416-20-5410						RENTAL OF REAL PROPERTY			
2	10559209	5711		LIT45			FUNDS PROB.OFFICE STAFFORD ST.		11,422.00	
10	-70-5-592-09-5711						GO BOND INTEREST			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to transfer funds from School Debt Service (due to savings) to the Court Facilities - Adult Probation program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 791 BUA 12/14/2009 01/06/2010 BA 25 IN J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	68549101	5381		BA 25	RollOver		RollOverContracts POs Prog	7,201.00		
68	-90-5-491-01-5381						PROFESSIONAL SERVICES			
2	66547201	5381		BA 25	RollOver		RollOverContracts POs Prog	547.00		
66	-40-5-472-01-5381						PROFESSIONAL SERVICES			
3	61531100	5381		BA 25	RollOver		RollOverContracts POs Prog	2,050.00		
61	-90-5-311-00-5381						PROFESSIONAL SERVICES			
4	61531100	5381		BA 25	RollOver		RollOverContracts POs Prog	5,193.00		
61	-90-5-311-00-5381						PROFESSIONAL SERVICES			
5	61531100	5381		BA 25	RollOver		RollOverContracts POs Prog	547.00		
61	-90-5-311-00-5381						PROFESSIONAL SERVICES			
6	61522213	5550		BA 25	RollOver		RollOverContracts POs Prog	1,700.00		
61	-90-5-222-13-5550						OTHER EQUIPMENT			
7	61522211	5550		BA 25	RollOver		RollOverContracts POs Prog	1,700.00		
61	-90-5-222-11-5550						OTHER EQUIPMENT			
8	61522210	5550		BA 25	RollOver		RollOverContracts POs Prog	8,500.00		
61	-90-5-222-10-5550						OTHER EQUIPMENT			
9	61522210	5381		BA 25	RollOver		RollOverContracts POs Prog	2,450.00		
61	-90-5-222-10-5381						PROFESSIONAL SERVICES			
10	61522115	5381		BA 25	RollOver		RollOverContracts POs Prog	2,450.00		
61	-90-5-221-15-5381						PROFESSIONAL SERVICES			
11	61522115	5352		BA 25	RollOver		RollOverContracts POs Prog	864.00		
61	-90-5-221-15-5352						MAINT & REPAIRS-EQUIPMENT			
12	61521310	5381		BA 25	RollOver		RollOverContracts POs Prog	5,391.00		
61	-90-5-213-10-5381						PROFESSIONAL SERVICES			
13	61521100	5381		BA 25	RollOver		RollOverContracts POs Prog	547.00		
61	-90-5-211-00-5381						PROFESSIONAL SERVICES			
14	61511104	5381		BA 25	RollOver		RollOverContracts POs Prog	13,106.00		
61	-90-5-111-04-5381						PROFESSIONAL SERVICES			
15	61511104	5381		BA 25	RollOver		RollOverContracts POs Prog	13,125.00		
61	-90-5-111-04-5381						PROFESSIONAL SERVICES			

Annual Operating Funds - BA to appropriate and carryover revenue and fund balance/retained earnings for outstanding contracts, purchase orders and available project/program balances for expenditures, projects and programs of fiscal year 2009 to fiscal year 2010. Approved by BOCC to increase appropriations for carryovers representing contract balances, purchase order encumbrances and designations for special projects and purposes as they are reflected in the audit report.



YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 791 BUA 12/14/2009 01/06/2010 BA 25 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
16	61511103	5381		BA 25	RollOver		RollOverContracts POs Prog	8,200.00	
61	-90-5-111-03	5381	-				PROFESSIONAL SERVICES		
17	61511100	5381		BA 25	RollOver		RollOverContracts POs Prog	9,169.00	
61	-90-5-111-00	5381	-				PROFESSIONAL SERVICES		
18	33543209	5321		BA 25	RollOver		RollOverContracts POs Prog	3,297.00	
33	-20-5-432-09	5321	-				TELEPHONE AND COMMUNICATIONS		
19	10561100	5233	1801	BA 25	RollOver		RollOverContracts POs Prog	4,594.00	
10	-80-5-611-00	5233	-1801				PERIODICALS BOOKS & OTHER PUB		
20	10561100	5321	1800	BA 25	RollOver		RollOverContracts POs Prog	1,170.00	
10	-80-5-611-00	5321	-1800				TELEPHONE AND COMMUNICATIONS		
21	10558100	5699	1680	BA 25	RollOver		RollOverContracts POs Prog	5,000.00	
10	-60-5-581-00	5699	-1680				PAYMENTS TO OTHER AGENCIES		
22	10553160	5399	1514	BA 25	RollOver		RollOverContracts POs Prog		13.00
10	-60-5-531-60	5399	-1514				PUBLIC ASSIST-SHARE THE WARMTH		
23	10553160	53991	1508	BA 25	RollOver		RollOverContracts POs Prog		21,765.00
10	-60-5-531-60	53991	-1508				PUBLIC ASSIST-SPECIAL CHILDREN		
24	10453160	4445	1508	BA 25	RollOver		RollOverContracts POs Prog	111,000.00	
10	-60-4-531-60	4445	-1508				ST GRANT-SPECIAL CHILDREN		
25	10553101	5399	1452	BA 25	RollOver		RollOverContracts POs Prog	58,169.00	
10	-60-5-531-01	5399	-1452				PUBLIC ASSISTANCE		
26	10553101	53992	1451	BA 25	RollOver		RollOverContracts POs Prog		451.00
10	-60-5-531-01	53992	-1451				PUBLIC ASSIST-REALTOR ASSOC		
27	10553101	5399	1451	BA 25	RollOver		RollOverContracts POs Prog	3,004.00	
10	-60-5-531-01	5399	-1451				PUBLIC ASSISTANCE		
28	10553101	5381	1450	BA 25	RollOver		RollOverContracts POs Prog	5,988.00	
10	-60-5-531-01	5381	-1450				PROFESSIONAL SERVICES		
29	10551154	5381	1392	BA 25	RollOver		RollOverContracts POs Prog	36,415.00	
10	-60-5-511-54	5381	-1392				PROFESSIONAL SERVICES		
30	10551151	5383	1353	BA 25	RollOver		RollOverContracts POs Prog	16,062.00	
10	-60-5-511-51	5383	-1353				MEDICAL SERVICES		
31	10551151	5381	13504	BA 25	RollOver		RollOverContracts POs Prog	2,563.00	
10	-60-5-511-51	5381	-13504				PROFESSIONAL SERVICES		
32	10551151	5381	13504	BA 25	RollOver		RollOverContracts POs Prog	5,000.00	
10	-60-5-511-51	5381	-13504				PROFESSIONAL SERVICES		
33	10549543	5220		BA 25	RollOver		RollOverContracts POs Prog	16,788.00	
10	-50-5-495-43	5220	-				FOOD AND PROVISIONS		
34	10549542	5260		BA 25	RollOver		RollOverContracts POs Prog	3,167.00	
10	-50-5-495-42	5260	-				PRINTING AND OFFICE SUPPLIES		
35	10549200	5699		BA 25	RollOver		RollOverContracts POs Prog	314,100.00	
10	-50-5-492-00	5699	-				PAYMENTS TO OTHER AGENCIES		
36	10543300	5290	1106	BA 25	RollOver		RollOverContracts POs Prog	8,073.00	
10	-20-5-433-00	5290	-1106				TOOLS AND SUPPLIES		
37	10543130	5290	1064	BA 25	RollOver		RollOverContracts POs Prog		71.00
10	-20-5-431-30	5290	-1064				TOOLS AND SUPPLIES		

BA#25 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 791 BUA 12/14/2009 01/06/2010 BA 25 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
ACCOUNT									
38	10543130	5290	1058	BA 25	RollOver		RollOverContracts POs Prog	1,962.00	
10	-20-5-431-30-5290	-1058					TOOLS AND SUPPLIES		
39	10543130	5550	1050	BA 25	RollOver		RollOverContracts POs Prog	1,402.00	
10	-20-5-431-30-5550	-1050					OTHER EQUIPMENT		
40	10543130	5290	1050	BA 25	RollOver		RollOverContracts POs Prog	16,763.00	
10	-20-5-431-30-5290	-1050					TOOLS AND SUPPLIES		
41	10543130	5290	1050	BA 25	RollOver		RollOverContracts POs Prog	6,120.00	
10	-20-5-431-30-5290	-1050					TOOLS AND SUPPLIES		
42	10543130	5290	1050	BA 25	RollOver		RollOverContracts POs Prog	2,041.00	
10	-20-5-431-30-5290	-1050					TOOLS AND SUPPLIES		
43	10543135	5290		BA 25	RollOver		RollOverContracts POs Prog	187.00	
10	-20-5-431-35-5290	-					TOOLS AND SUPPLIES		
44	10543130	5290	1056	BA 25	RollOver		RollOverContracts POs Prog	3,250.00	
10	-20-5-431-30-5290	-1056					TOOLS AND SUPPLIES		
45	10543130	5290	1055	BA 25	RollOver		RollOverContracts POs Prog	500.00	
10	-20-5-431-30-5290	-1055					TOOLS AND SUPPLIES		
46	10543130	5290	1054	BA 25	RollOver		RollOverContracts POs Prog	250.00	
10	-20-5-431-30-5290	-1054					TOOLS AND SUPPLIES		
47	10543130	5290	1053	BA 25	RollOver		RollOverContracts POs Prog	750.00	
10	-20-5-431-30-5290	-1053					TOOLS AND SUPPLIES		
48	10543138	5290		BA 25	RollOver		RollOverContracts POs Prog	1,000.00	
10	-20-5-431-38-5290	-					TOOLS AND SUPPLIES		
49	10543135	5290		BA 25	RollOver		RollOverContracts POs Prog	2,742.00	
10	-20-5-431-35-5290	-					TOOLS AND SUPPLIES		
50	10543130	5290	1063	BA 25	RollOver		RollOverContracts POs Prog	4,114.00	
10	-20-5-431-30-5290	-1063					TOOLS AND SUPPLIES		
51	10543130	5290	1060	BA 25	RollOver		RollOverContracts POs Prog	12.00	
10	-20-5-431-30-5290	-1060					TOOLS AND SUPPLIES		
52	10543130	5290	1056	BA 25	RollOver		RollOverContracts POs Prog	1,625.00	
10	-20-5-431-30-5290	-1056					TOOLS AND SUPPLIES		
53	10543130	5290	1050	BA 25	RollOver		RollOverContracts POs Prog	3,943.00	
10	-20-5-431-30-5290	-1050					TOOLS AND SUPPLIES		
54	10543130	5290	1063	BA 25	RollOver		RollOverContracts POs Prog	4,165.00	
10	-20-5-431-30-5290	-1063					TOOLS AND SUPPLIES		
55	10543130	5290	1057	BA 25	RollOver		RollOverContracts POs Prog	1,680.00	
10	-20-5-431-30-5290	-1057					TOOLS AND SUPPLIES		
56	10542620	5352		BA 25	RollOver		RollOverContracts POs Prog	528.00	
10	-10-5-426-20-5352	-					MAINT & REPAIRS-EQUIPMENT		
57	10542620	5352		BA 25	RollOver		RollOverContracts POs Prog	864.00	
10	-10-5-426-20-5352	-					MAINT & REPAIRS-EQUIPMENT		
58	10542620	5351	GC	BA 25	RollOver		RollOverContracts POs Prog	4,300.00	
10	-10-5-426-20-5351	-GC					MAINT & REPAIRS-BUILDINGS		
59	10542620	5290		BA 25	RollOver		RollOverContracts POs Prog	4,726.00	
10	-10-5-426-20-5290	-					TOOLS AND SUPPLIES		

BA#25 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE  
 2010 06 791 BUA 12/14/2009 01/06/2010 BA 25 1 N J/E 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
60	10542500	5358		BA 25	RollOver		RollOverContracts POs Prog	5,333.00		
10	-10-5-425-00-5358						MAINT & REPAIRS-VEH INTERDEPT			
61	10542100	5381		BA 25	RollOver		RollOverContracts POs Prog	3,000.00		
10	-10-5-421-00-5381						PROFESSIONAL SERVICES			
62	10541500	5381		BA 25	RollOver		RollOverContracts POs Prog	60,000.00		
10	-10-5-415-00-5381						PROFESSIONAL SERVICES			
63	10541400	5381		BA 25	RollOver		RollOverContracts POs Prog	40,000.00		
10	-10-5-414-00-5381						PROFESSIONAL SERVICES			
64	10540900	5370		BA 25	RollOver		RollOverContracts POs Prog	4,600.00		
10	-10-5-409-00-5370						ADVERTISING/EMPL.RECONGNITION			
65	68549101	5381		BA 25	RollOver		RollOverContracts POs Prog	13,683.00		
68	-90-5-491-01-5381						PROFESSIONAL SERVICES			
66	10499100	4991		BA 25	RollOver		RollOverContracts POs Prog		744,650.00	
10	-99-4-991-00-4991						FUND BALANCE APPROPRIATED			
67	33499100	4991		BA 25	RollOver		RollOverContracts POs Prog		3,297.00	
33	-99-4-991-00-4991						FUND BALANCE APPROPRIATED			
68	61499100	4991		BA 25	RollOver		RollOverContracts POs Prog		74,992.00	
61	-99-4-991-00-4991						FUND BALANCE APPROPRIATED			
69	66499100	4991		BA 25	RollOver		RollOverContracts POs Prog		547.00	
66	-99-4-991-00-4991						FUND BALANCE APPROPRIATED			
70	68499100	4991		BA 25	RollOver		RollOverContracts POs Prog		20,884.00	
68	-99-4-991-00-4991						FUND BALANCE APPROPRIATED			
71	10	393500		BA 25	RollOver				633,650.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
72	33	393500		BA 25	RollOver				3,297.00	1
33	-393500-						BUDGET APPROPRIATIONS CONTROL			
73	61	393500		BA 25	RollOver				74,992.00	1
61	-393500-						BUDGET APPROPRIATIONS CONTROL			
74	66	393500		BA 25	RollOver				547.00	1
66	-393500-						BUDGET APPROPRIATIONS CONTROL			
75	68	393500		BA 25	RollOver				20,884.00	1
68	-393500-						BUDGET APPROPRIATIONS CONTROL			
76	10	393400		BA 25	RollOver			633,650.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
77	33	393400		BA 25	RollOver			3,297.00		1
33	-393400-						BUDGET ESTIM REVENUE CONTROL			
78	61	393400		BA 25	RollOver			74,992.00		1
61	-393400-						BUDGET ESTIM REVENUE CONTROL			
79	66	393400		BA 25	RollOver			547.00		1
66	-393400-						BUDGET ESTIM REVENUE CONTROL			
80	68	393400		BA 25	RollOver			20,884.00		1
68	-393400-						BUDGET ESTIM REVENUE CONTROL			

BA#25 continued.

\*\* JOURNAL TOTAL 733,370.00 733,370.00

\*\* GRAND TOTAL 767,087.00 767,087.00

16 Journals printed

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

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: January 19, 2010**

**Action Agenda Item No.** 4/5a  
(Central Admin. use only)

**SUBJECT:**           Appropriation

---

**DEPARTMENT:**    Library

**PUBLIC HEARING:**   No

**ATTACHMENT(S):**

**INFORMATION CONTACT:**  
Martie Smith

**TELEPHONE NUMBERS:**

704-283-8184 ext 222

---

**DEPARTMENT'S RECOMMENDED ACTION:** Approve budget ordinance # \_\_\_ on the consent agenda.

**BACKGROUND:** Once the State Library finished calculating State Aid for all of the public libraries, we were notified that our appropriation will be \$176,669. That notification has been sent to Finance. The appropriation is \$13,629 more than we anticipated in the Library's FY 2010 budget. These additional funds need to be appropriated to the Library. The Library will use the appropriation for professional services so the additional funds should be budgeted to 10-561100-5381-1800.

The additional funds will enable the Library to make website improvements designed to provide better access to information and more effective direct services to the public. The redesigned website will be arranged from the user's point of view, which will be easier to navigate, more dynamic and more interactive. The website will become the Library's primary way to reach teens to let them know about programs, homework help, and other services targeted especially for them. We are working cooperatively with the school system to provide links for students and teachers between our websites. Numerous research services will be easily accessible from home or office through the Library website.

The emphasis on programming for teens is part of a larger initiative to improve the Library's programming overall. All programs are free to the public, but a major expense of quality programming for the public is for professional presenters who can entertain, teach, enlighten and inspire. Consequently, we would use the balance of the additional state funds for programming expenses for children, teens and adults.

**FINANCIAL IMPACT:** \$13,629 will be added to the Library's budget.

---

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

---

---

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

---

---

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

---

---



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: 01/19/2010**

**Action Agenda Item No. 4/5b**  
(Central Admin. use only)

**SUBJECT:** LSTA Grant Planning Grant Application

---

**DEPARTMENT:** Library

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Grant Application

**INFORMATION CONTACT:**  
Martie Smith

---

**TELEPHONE NUMBERS:**  
704-283-8184 x222 (office)  
704-242-0180 (mobile)

---

**DEPARTMENT'S RECOMMENDED ACTION:** Authorize the County Manager to sign the grant application

**BACKGROUND:** The State Library provides grants of federal funds through the Library Services and Technology Act (LSTA) for planning projects. The Union County Public Library has not done a comprehensive needs assessment or planning process for programs and services in over 20 years. The current restrictive budget and disparate demographics within the County are particularly compelling reasons to undertake a planning project. If funded, the result will be a strategic plan for targeted Library programs and services for children, teens and adults that are based on the expressed needs of County residents. Grant funds pay for the consultant to facilitate and assist the planning project. No local funds are required. The original application signed in blue ink plus 15 copies must be received at the State Library by February 18. Library staff will make the copies and mail the packet as soon as the signed original is ready.

**FINANCIAL IMPACT:** There would be no impact on the budget. No match is required. \$20,000 would be provided, which would pay for the consultant who would assist the Planning Team with the project.

---

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

---

---

---

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

---

---

---

**Manager Recommendation:**

---

---

---





## 1. PROJECT DESCRIPTION

### a. Description of Planning Activities

The Union County Public Library would engage Charlotte-based Scope View Strategic Advantage to facilitate a formal strategic initiative aimed at insuring that the Library has a realistic and relevant plan for allocating its resources for maximum benefits to the public in the next decade and beyond. The initiative includes assessment of the assets, needs and challenges within Union County; development of priorities and goals from input by staff, board members and other stakeholders including county residents; and an actionable implementation plan.

It is absolutely essential that the Library's planning work be placed in the framework of global, national, state and local economic and technological realities. Most importantly, it must be precisely targeted to the specifics of Union County. While Union is one of the fastest growing counties in the United States, there are widely varying circumstances within the county itself, and hence a variety of needs that the Union County Library system must address. The population of western Union County has expanded rapidly with families who are generally well-educated, relatively affluent, and socially oriented toward Charlotte. Their demands for libraries and library services exceed the County's current ability to provide. Conversely, the eastern portion of Union is still rural, with a population that is less well-educated, less financially comfortable, and less likely to have a habit of library use. The planning project would enable the Library to target and market appropriate services to the disparate segments of the population. In so doing, the Library will become recognized as an essential county asset.

### b. Background and Need

Union County has undergone unparalleled population growth over the past twenty years, which is expected to continue:

1990 census	84,211	2019 (projected)	294,818
2000 census	123,677	2029 (projected)	389,098
2010 (projected)	209,966		

As bedroom communities blossomed in the west with the attendant requirement to open multiple new schools each year, residential development far exceeded commercial and industrial growth. Overall, the growth has had a revenue-negative impact on County coffers for several years.

Even so, from 2002 to 2008, library funding was reliably if modestly increasing annually. Collections were increased, computers were added, computer classes were expanded, and services for Spanish-speakers were added. Decisions were made based on the imagination and best guesses of library administrators. In FY 2009, the effect of the national economic downturn was exacerbated by the school system's unabated demands for school construction and operating costs. Budget cuts were made throughout County general fund departments. The Library lost 17.8% of its FY 2009 budget.

The stress of reduced staffing and resources calls for strategic planning. In addition, realization that we have insufficient information about the needs of our population as it has developed requires community assessment in advance of planning efforts.

During the past two decades, there has been no comprehensive community needs assessment or strategic planning. The one attempt at formal planning was an effort to develop a master facilities plan in 2006 when it appeared that it would be possible to add branches in the high-growth areas of the County. With no funding for new libraries, that plan has not been implemented.

***These are the reasons we want and need to engage in a structured planning project.***

**c. Timeline**

<b>Activity</b>	<b>Month</b>
Receive Approval from SLNC	June 2010
Submit Grant Contract to BOCC	July 2010
Legal Review by County Staff Attorney and Execution of Contract	July –August 2010
Initial Meetings with Consultant, Staff and Library Board Establish Planning Team Determine Activities, Responsibilities and Schedules	September 2010
Gather data from stakeholders Draft Vision and Mission statements Analyze existing programs and services Identify influencing factors, obstacles and opportunities Identify user groups to address in planning	September – October 2011
Establish priorities and goals for programs and services for each user group Define the Library's value in terms of return on investment	November - December 2010
Create a Strategic Plan with specific implementation targets for each user group Review the plan with the Library Board; revise as needed	January 2011
Craft marketing strategies to promote Library programs and services and establish the Library as an essential county asset	February 2011
Finalize and Deliver the Strategic Plan Use the Plan for any necessary expansion budget requests Begin Implementation	March 2011

**d. Staff Participation**

Planning activities are part of the job descriptions for the Library Director and Assistant Director. Other key management staff are accustomed to being pressed into advisory service via both in-person meetings and email, so they will be available to participate. Broad input from staff can be accomplished by survey.

### **e. Community Involvement**

Library Trustees will be involved at the outset in determining activities, responsibilities and schedules and in reviewing the work as it progresses.

A combination of group discussion and surveys will be used to gather opinions from key community leaders and residents, including members of the Friends of the Library board, key school personnel, chamber of commerce, teen advisory board, directors of the Health Department, Social Services, Smart Start and Literacy Council.

### **f. Involvement of other Libraries**

While this planning process will be addressing the needs of Union County only, its results will be shared with other area library directors as appropriate. A loose organization of library administrators around the greater Charlotte area has been formed for the purpose of sharing information and exploring ways to assist one another.

### **g. Evaluation of the Planning Project**

The success of the planning project will be proven by the resulting strategic plan with measurable, attainable goals which can begin to be implemented immediately.

## **2. PROJECT CONSULTANT AND OTHER PERSONNEL**

### **a. Role and Key Responsibilities of the Consultant.**

The Consultant will facilitate, guide and assist the Planning Team in defining the process, employing methodology for obtaining and analyzing data, articulating priorities, goals and strategies, and developing actionable plans – all as outlined in the Timeline.

The Consultant would place particular emphasis on the following areas:

- ◆ Helping the Library to create a Vision statement and to refine its Mission statement.
- ◆ Ensuring that broad-based citizen participation is an integral part of the Library's efforts to understand its constituency and plan for its future.
- ◆ Involving members of the Library Board, Friends of the Library, and the appropriate County officials early-on in the process to help shape its overall direction.
- ◆ Leading a structured process for considering the geographic, economic, social and technological environments within which the Library functions.
- ◆ Defining the Library by a return on investment methodology that clearly defines the measurable benefits that residents receive from tax dollars that support the institution.
- ◆ Clearly differentiating the Library from all other information/knowledge providers, thereby articulating the unique added value that the Library brings to the county that nothing else does, or can.
- ◆ Delivering a strategic implementation plan with specific, measurable results.

## **b. Information about the Consultant**

- Name and address of the consulting firm.  
Scope View Strategic Advantage, Inc.  
501-C Fenton Place  
Charlotte, NC 28207
- Name and title of each individual in the consulting firm who will carry out the project, the minimum number of hours each will dedicate to the project, and the number of onsite visits that the consulting firm will make.

Bill Millett, President of Scope View, would provide all of the firm's work on this project

The budget detail shows how the hours will be broken out by general functional category and the fact that six site visits will be made.

- Describe the consultant's previous experience and why it makes the person the appropriate choice to assist you with your project.

Millett has assisted thirteen library systems in North Carolina with strategic initiatives, and also worked closely with the North Carolina Public Library Directors Association in 2007 when that organization was positioning itself for a future of maximum relevance to its members and to the state.

In recent months, he has worked on a limited basis with the staff of the Library Development Section of the State Library of North Carolina on a statewide needs assessment program.

- Attach a document from the proposed consultant that delineates how the costs for services will be calculated, including but not limited to projected hours/days of work, fees, travel expenses, and other project related expenditures.

Document is attached.

- Vita or resume of each individual in the consulting firm who will be involved in the project. Include a list of any published articles on planning.

### **Bill Millett, President, Scope View Strategic Advantage, Inc.**

The founder and President of Scope View Strategic Advantage, Bill Millett provides all of the firm's professional support to the Library System. He has more than twenty-five years of experience in strategic planning and implementation and development for human and social services agencies and private sector organizations.

Much of this work has involved directing and coordinating large groups of policy officials, volunteers and staff in the strategic planning of service delivery excellence. The successful record with public, private and nonprofit organizations is a solid foundation on which to base services to the Union County Library.

Millett's directly relevant experience is detailed below. In addition to the eight library projects identified, Scope View has also worked for the McDowell, Caldwell, Stanly, Haywood and Wayne County Libraries, as described below:

### **Strategic Planning for the Appalachian Regional Library System.**

This effort involved coordinating with the three member libraries of this regional system-- Watauga, Ashe and Wilkes. While there are many similarities between them, citizen survey results and socio-economic analysis revealed differences as well. The final plan contained both goals and specific objectives for the system as a whole and for the three member county libraries.

### **Development of Strategic Plan for the Asheville-Buncombe Library System.**

A particular focus here was the role of Pack Memorial Library (the main branch) as a visible and recognized player in the development of the Asheville metropolitan area. It, too, included a major citizen survey process, and active involvement by the Board of Trustees and Friends group. There was a detailed analysis comparing Buncombe to the state's 99 other counties and the Library System to its peers in North Carolina.

### **Strategic Planning for the Catawba County Library System.**

This project was spearheaded by a Strategic Issues Team of library management, selected members of the library advisory board, a local government representative, and key community leaders. They assessed the local environment and identified strengths, weaknesses, and opportunities. They also refined the Library's vision and mission statements and setting obtainable, measurable outcomes and action steps that result directly from the planning process.

### **Strategic Planning for the High Point Public Library.**

Launched in January 2005, this initiative built upon the Library's highly successful 1999 strategic process, and involved a wide range of citizens in helping determine the Library's future program direction. Particular emphasis was placed on the best use of a 19,000 SF addition to the Library as a result of voter's November 2004 approval of a \$6 million bond issue.

### **Strategic Plan Development for the New Hanover County Public Library.**

This project, which concluded in February 2005, involved working with the Library's Director and management team, the Strategic Issues Committee and Board to position the agency to be of most relevant service to the county in the years ahead. Heavy emphasis was given to public participation, and more than 700 local residents directly participated.

### **Strategic Planning for the Robeson County Public Library.**

Scope View worked for this Library System in 2004-05, analyzing its performance using existing resources and laying the foundation for this under-funded System to seek additional monies from new and existing sources. A major citizen participation helped shape the final plan, which detailed a series of measurable goals and objectives leading to the facilities within the county providing a maximum public return on the tax dollars invested in them.

### **Strategic Plan Development for the Rowan Public Library.**

This 2002-03 project involved working with the Library's Director and management team, the Board, the staff as a whole and the general public to position the agency to be of most relevant service to the county in the years ahead. Major new roles for the Library's were defined in the areas of economic development and early education. The final document augmented existing efforts by providing a more formal strategic approach to the Library's consideration and evaluation of the geographic, economic, social, technological and political environments within which it exists, the potential short term and long range changes to those environments and the impact of those changes on the Library's future.

**Community Needs Assessment and Organizational Development for the New Hanover County Partnership for Children.**

In 2001, Millett worked with the Executive Director, Strategic Planning Task Force and Board of the Partnership to ensure that Smart Start monies were being directed to programs that provided the fullest benefit to the area's young children and their families. During this time, Millett developed a good working knowledge of the county, its demographics and many of the constituencies that the New Hanover County Public Library serves.

**Community Compass Needs Assessment Process for the United Way of Coastal Carolina, New Bern, N.C.**

Millett was project director, overall facilitator, focus group leader, and report author for this major initiative, based in part on the Compass needs assessment process developed by the United Way of America.

**Executive Director, S.C. Appalachian Council of Governments, Greenville, SC.**

Millett headed the regional planning and development efforts for six counties and forty-four municipalities in upstate South Carolina. The agency was the economic and community development, regional and environmental planning, council on aging and lead social services planning organization for the region. He reported to a 40 person Board of mayors, city and county council members, lay citizens and representatives of the State Legislature.

**His leadership participation in other groups has included:**

- ◆ Five years service on the Board of the National Association of Development Organizations, including First Vice Presidency;
- ◆ Past President of the Carolina Economic Development Association;
- ◆ Charter President, Southeast Community Development Association.

**Education:**

B.A. and M.A. degrees in political science from the University of South Carolina, with minors in economics. Dean's List student five semester of undergraduate study and all semesters of graduate work. Awarded assistantships and fellowships by the University.

- A list of organizations, with contact names, addresses, and telephone numbers, for which the consultant has performed similar planning activities during the past five years. The list must identify two projects comparable in size to the proposed project.\*

Wayne County Public Library  
Jane Rustin, Library Director  
1001 E Ash St.  
Goldsboro, NC 27530  
919.735.1824

Catawba County Public Library  
Karen Foss, Library Director  
115 West C Street  
Newton, NC 28658  
828.465.8660

High Point Public Library\*  
Kem Ellis, Library Director  
901 North Main Street  
High Point, NC 27261  
336.883.3694

McDowell County Public Library  
Jean Krause, Library Director  
90 West Court Street  
Marion, NC 28752  
828.652.3858

Haywood County Public Library\*  
Jennifer Pratt (then Library Director)  
Now at NC State Library

Appalachian Regional Library  
Mary Sizemore (then Library Director)  
Now at Hickory Public Library

Sheppard Memorial Library  
Willie Nelms, Library Director  
530 South Evans Street  
Greenville, NC 27858  
252.329.4585

Caldwell County Public Library\*  
Jim Mckee (then Library Director)  
Now retired

Describe the role and responsibility of any other personnel that you propose to hire to assist with the project planning, and the qualifications that you will seek.

None.



### 3. BUDGET WITH ESTIMATED PROJECT EXPENDITURES

#### a. BUDGET TABLE

EXPENDITURE CATEGORY	LSTA	LOCAL (if any)	TOTAL
A. Consulting Fees	20,000		
	\$ _____	\$ _____	\$ _____
	_____	_____	_____
Subtotal	<b>20,000</b>	+	=
B. Temporary Staff Wages and Benefits			
	\$ _____	\$ _____	\$ _____
	_____	_____	_____
Subtotal	_____	+	=
C. Supplies			
	\$ _____	\$ _____	\$ _____
	_____	_____	_____
Subtotal	_____	+	=
D. Postage			
	\$ _____	\$ _____	\$ _____
	_____	_____	_____
Subtotal	_____	+	=
E. Printing			
	\$ _____	\$ _____	\$ _____
	_____	_____	_____
Subtotal	_____	+	=
F. Travel Costs			
	\$ _____	\$ _____	\$ _____
	_____	_____	_____
Subtotal	_____	+	=
G. Other Costs (specify)			
	\$ _____	\$ _____	\$ _____
	_____	_____	_____
Subtotal	_____	+	=
<b>H. TOTAL A through G</b>	<b>\$ 20,000</b>	<b>+</b>	<b>0 = 20,000</b>

The Consultant proposes to donate \$2,250 in-kind services.

**b. BUDGET NARRATIVE**

Provide a clear explanation of each expenditure included in your budget—its purpose, how you arrived at the amount, and any other information that will help reviewers understand how you will be spending money in support of the project’s objectives and action plans.

Include a document from the proposed consultant that delineates how the costs for services will be calculated (as required in 2b above).

Scope View would undertake the project for the Union County Public Library for a not-to-exceed fee of \$20,000. Bill Millett’s time would be billed at \$90.00/hour— a rate in-line with his other public library projects but considerably below his normal rate. It is being offered here as measurable proof of Scope View’s high level of personal and professional interest in working with North Carolina public libraries. Scope View would also contribute not less than \$2,250 in documented in-kind to the Library, resulting in a total project effort of \$22,500.

Scope View would not charge the Library for any of Millett’s commuting time, nor would it assign an overhead administrative fee to the project. All grant dollars, accordingly, would be used on direct services to the Library.

Budget Summary:

As noted immediately above, in addition to the \$20,000 in grant funds, Scope View would contribute \$2,250 of documented in-kind to this project— the equivalent of 25 unbilled hours spent on strategic planning.

Scope View reserves the right to allocate the in-kind contribution based on developments as the process proceeds. Scope View would use the \$20,000 in grant funds in the following manner:

Personnel:	Total 215 hours x \$90/hr. As explained immediately above, these hours for which the project would be billed would be augmented by 20 hours that the consultant would contribute as in-kind. Actual total project hours would thus be 230.	\$19,350.00
Materials:	Printing, copying, etc. Flip charts. Other materials	\$ 394.00
Mileage:	Not less than eight trips to Union County. 64 miles average roundtrip x 8 trips x \$.50/mile (the 2010 IRS rate).	\$ 256.00
		<hr/> \$20,000.00

Program and Financial Accountability:

Scope View would maintain full documentation of all of Bill Millett's hours spent on the project (both billed and in-kind) and his activities during that time, any trips taken, and any other allowable reimbursable expenses. All of that information would accompany requests for reimbursement. No costs unless authorized by a contractual agreement would be incurred without prior approval by the Union County Library Director. In its fourteen years of operation, Scope View has never had an expense reimbursement request rejected or reduced by a client.

Scope View would provide within five working days of the end of each month a written report to the Union County Library Director fully documenting all hours, activities and expenses that month pertaining to the project. Scope View would respond within two working days to any requests from the Library Director for further information or clarification on any Request for Payment.

Anticipated Break-Out of Hours:

The general distribution of 215 hours for which the project would be billed is shown below. It is important to emphasize that these various project components are often not free-standing, but rather inter-related with one another. For instance, part of the time identified under (b) will produce information that will be incorporated into the draft of the plan. The assignment of hours to function is thus somewhat conceptual in nature.

Scope View reserves the right to allocate the 25 unbilled hours where needed during the course of the project rather than linking them to a specific function prior to the potential start of the assignment.

(a)	Review and analysis of Union County Library programs.	10 hours.
(b)	Union County demographic research/analysis placing the region in context of the rest of the state.	24 hours.
(c)	Review of comparable library systems across the U.S. to determine levels and variety of services and materials.	18 hours.
(d)	Comparative Library analysis placing Union Library in context of 64 other single county systems.	24 hours.
(e)	Meetings with staff, Committee, Board.	32 hours.
(f)	On-going dialogue (email, telephone, fax) with Library Director and others designated by her.	16 hours.
(g)	Design of public survey form, analysis of results and development of mathematical and narrative summaries of findings and conclusions.	32 hours.
(h)	Draft report preparation.	31 hours.
(i)	Analysis of feedback and development of final plan.	28 hours.
		<hr/>
		215 hours

#### 4. CIPA CERTIFICATION AND COMPLIANCE

Attached to the hard-copy original.

~~~~~  
**APPLICATION CHECKLIST:** A complete application package will include:

- \_\_\_\_\_ Application signature page signed by appropriate persons.
- \_\_\_\_\_ Complete proposal that responds to every required section of the application.
- \_\_\_\_\_ Complete budget table, with figures that add up correctly.
- \_\_\_\_\_ Budget narrative.
- \_\_\_\_\_ **1 original application** with certifying signatures **in blue ink, plus 15 copies** (16 total).
- \_\_\_\_\_ **1 original** of the required **CIPA** certification form (if applicable).

#### SUBMISSION & FORMAT INSTRUCTIONS

Make sure that your application is prepared according to the recommended format. Refer to instructions in Section #9 of *General Information & Provisions* for LSTA Grants 2010-2011 at <http://statelibrary.ncdcr.gov/lsta/GenInfoProvs10-11.pdf>.

#### DELIVERY INFORMATION

***DUE DATE: The complete application package must be received by 5:00 p.m. February 18, 2010, in the Library Development Section Office, Room 310A.***

| <b>Delivery by commercial service (e.g. FedEx, UPS), or hand delivery: RECOMMENDED</b>                                                                                               | <b>Delivery by US Postal Service:</b>                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| LSTA Grant Applications<br>Library Development Section, Room 310A<br>State Library of North Carolina<br>Archives & State Library Building<br>109 E. Jones Street<br>Raleigh NC 27601 | LSTA Grant Applications<br>Library Development Section<br>State Library of North Carolina<br>4640 Mail Service Center<br>Raleigh NC 27699-4640 |

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: 19 January 2010

Action Agenda Item No. 4/16a

(Central Admin. use only)

**SUBJECT:** Budget Amendment - Special Children Adoption Fund

---

**DEPARTMENT:** Social Services

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Letter from NCDHHS  
Budget Amendment

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

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

---

---

**DEPARTMENT'S RECOMMENDED ACTION:** Accept \$15,000 in Special Adoption Funds, and increase the revenue line 10453160-4445-1508 and the expenditure line 10553160-53991-1508 by \$15,000.00.

**BACKGROUND:** The State Department of Health and Human Services, Social Services Division disburses a Special Adoption Fund to County Departments of Social Services in order to enhance the adoption services in a county. Union County meets certain eligibility requirements to qualify for additional funds this fiscal year, based on the average number of children who exited the foster care system by a Decree of Adoption during a specified time period. The Union County Department of Social Services assisted 96 child adoptions in the last four years.

These funds must be used for DSS services that enhance future adoptions, and are budgeted separately.

**FINANCIAL IMPACT:** The revenue and expense lines in the Special Adoption Fund will be increased by \$15,000. No County funding is required.

---

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

---

---

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

---

---

---

---

**Manager Recommendation:**



North Carolina Department of Health and Human Services  
Division of Social Services

325 North Salisbury Street • Raleigh, North Carolina 27603  
Courier # 56-20-25

Beverly Eaves, Governor  
Lanier M. Cansler, Secretary

Sherry S. Bradsher, Director  
(919) 733-3055

September 30, 2009

**DEAR COUNTY DIRECTORS OF SOCIAL SERVICES**

**DEAR EXECUTIVE DIRECTORS OF ADOPTION CHILD-PLACING AGENCIES**

**SUBJECT: SPECIAL CHILDREN ADOPTION FUND**

The North Carolina Division of Social Services (the Division) is pleased to announce the availability of \$3,000,000 in Special Children Adoption Fund (SCAF) for State Fiscal Year (SFY) 2010. No local match is required as a condition for receipt of these funds. The Fund, which continues to be a vital resource in the placement of special needs children, has made it possible for hundreds of children who were living in, or likely to be placed in, foster homes or institutions to be adopted into safe and secure adoptive homes.

The purpose of the Fund is to enhance and expand adoption services, to secure permanent homes for hard to place children, and to promote public/private partnerships. Twenty-five per cent of the Fund is targeted specially for participating private child placing agencies until March 31, 2010. If the private agencies' share of the Fund is not used by the deadline, the balance will be available to both private and public agencies. Partnerships between public and private agencies are strongly encouraged to maximize available placement resources to children in the foster care system.

A committee comprised of representatives from the Division, the Association of County Directors of Social Services, county departments of social services and participating private adoption agencies were invited to convene on February 25, 2009 to recommend guidelines for administration of the SFY 2010 Special Children Adoption Fund. Many options were discussed and recommendations were made pending the Division's final approval. The Division concurred with the Committee's recommendation to maintain the established SFY 2009 guidelines which were determined to be the most equitable based on current reviews and management of the fund.

For SFY 2010, **each agency's baseline will be determined by the average number of children who exited the foster care system by a Decree of Adoption during three of the last four years.** The highest number in the four-year period is not included in the average for the baseline.

Private child placing agencies, (Appalachian Family Innovations, Another Choice for Black Children, Children's Home Society of North Carolina, Lutheran Family Services in the Carolinas and Methodist Home for Children), under contract with the State to provide special needs adoption services, are eligible to participate in the fund once they have exhausted the funding for services enumerated in their contracts. The baseline for other private agencies is calculated using the same procedure as for public agencies.

Information for the baseline comes from the Adoption Information Management System (AIMS). Data in AIMS include the dates of the Decree of Adoption, placing agency-whether public or private, and names of children.

**Please review the baseline information (Attachment I) carefully and contact the Division immediately, if you believe that the information is incorrect.** The Division will correct the baseline number if your agency can provide information that shows that the information found in Attachment I is inaccurate. The payment levels for disbursement of the Special Children Adoption Fund for SFY 2010 are:

- Payment level of \$9,000 per child for children from 0-12 years;
- Payment level of \$15,000 per child for **ALL** children from 13-18 years, regardless of whether an agency has met its baseline; and
- Payment level of \$15,000 per child for sibling groups of three or more who are placed together at the same time in an adoptive family

The total amount is paid to an agency when the agency recruits and trains the adoptive parent, supervises the placement and completes the legal paperwork for adoption. The amount is shared when agencies work together to place a child. For example, each agency receives 50% of the payment if one agency recruits and trains the adoptive family and another agency supervises the placement and completes the necessary paperwork to finalize the adoption. It is imperative that partnering agencies mutually determine each agency's responsibilities in the adoption process and the percentage of payment that each agency will request if the placement is shared. The Division encourages partnerships and trust that agencies will work together when funds are requested. If agencies share in the placements or received payment from another agency or the adoptive parents, it is mandatory that this information be reflected on the DSS-5320 when reimbursement is requested. The Division cannot provide the full amount of payment to two agencies for the placement of the same child nor reimburse an agency for adoption services for which it has already received compensation. The Division expects that local departments of social services and private adoption agencies ensure that needed child information and prospective adoptive family history are openly shared and communicated between both entities. The Division further encourages both agencies to appropriately assess the amount of supervision needed to monitor the placement, whether or not the custodial agency needs to jointly monitor the placement that monthly detailed progress reports are submitted, and mutually agree upon the desired timeframe to finalize the adoption based on the needs of the individual child(ren).

The Fund is performance-based in that payments can only be made after a Decree of Adoption has been issued. Payments can only be made on behalf of children who have been determined eligible for adoption assistance cash payments. **Children who meet the "potential handicap" criteria for adoption assistance cash payment do not qualify for payment under the Fund or for consideration in determining agency's baseline.**

To receive a payment from the Special Children Adoption Fund, participating public and private agencies must provide the Division with the following information:

1. Submit the name and **new** SIS identification number for adoption assistance of each eligible special needs child for whom a decree of adoption has been entered since July 1, 2009. This will enable Division to identify the point at which the baseline is exceeded. **Do not submit this information until you have exceeded your baseline and become eligible for payment, unless you are requesting payment for youth age 13 or older included in your baseline. Payments are only made after the case is activated in the Child Placement and Payment System (DSS-5095).** Agencies should verify the adoption assistance information has been entered. **If the child's case is not activated via the DSS-5095, payment for the child will be denied.**
2. Complete the DSS-5320 to indicate children included in your baseline and to request a payment on behalf of those children for whom the Decree of Adoption enables you to exceed your baseline. Provide all the information that is requested, including name, race, age, SIS identification number, agency partner sharing in placement, inclusion of child in another state



contracts, amount of reimbursement, receipt of funds under other sources, and special needs of the child. Please do not use numeric codes to indicate special needs. It is important to write out the special needs, i.e., sibling, teenager, etc.

3. All sections on the Special Children Adoption Fund Reimbursement (DSS-5320) must be completed, including the signature of an authorized agency official. **AN INCOMPLETE DSS-5320 WILL NOT BE PROCESSED.** (See Instructions for Completing the DSS-5320)
4. Mail the completed DSS-5320 as soon as possible. The Division will not accept faxed DSS-5320. Do not include children for whom payment has already been made on the DSS-5320.

Please remember that the Special Children Adoption Fund operates on a “first come, first serve” basis until funds are depleted. Therefore, it is imperative that participating agencies submit payment requests as soon as possible after the Decree of Adoption has been issued. Funds will be electronically transferred to counties and checks will be mailed or deposited in accounts of private child placing agencies monthly.

All agencies that received payments from the Special Children Adoption Fund in the past ***must*** provide information on how the money was used to enhance or expand their adoption program before funds can be received for the current fiscal year. Agencies must provide the following information with the first request:

- **The total amount of money that was received;**
- **The state fiscal year in which the money was received; and**
- **An itemized statement documenting how the money was used or will be used in its entirety before the end of SFY 2010 to enhance and/or expand adoption services for the agency.**

Allowable uses for the Fund include the direct provision or purchase by contract of services included in the definitions of Adoption Services (010), Adoption Recruitment (011), Adoption Assistance Case Management (012), Child-Specific Recruitment, Assessment and Training of Adoptive Parents (013), and Post Adoption Case Management (016). The Division encourages you to use these funds for legal or court related services to expedite the adoption process, for post-adoption services and for child-specific recruitment efforts. This would include the funding for contracts with-out-of-state agencies that are willing to provide a family for your child. **Funds cannot be used to purchase automobiles for the county or to supplant the salaries of current workers.**

Since the legislative intent for the Fund is to have an impact on the state's adoption program, payments from the Fund cannot be made *until* this information is received. The Division will contact the agency if there are questions about the information submitted. You are encouraged to keep clear and accurate records of the use of the funds for auditing purposes, if requested. If you do not exceed your baseline, it is not necessary to submit this information.

With the increasing number of teenagers and sibling groups in care who need permanent homes, the Division recognizes that recruitment presents many challenges and remains committed to supporting permanency among these populations. The LINKS Program is a resource the Division strongly encourages agencies to become more familiar and share with families. Many families may not be aware that children whose adoptions were finalized after their thirteenth (13<sup>th</sup>) birthday are eligible for services and resources that are intended to help them transition to self-sufficiency. In addition, children who are adopted from foster care after their sixteenth (16<sup>th</sup>) birthday can qualify for up to \$5,000 per year to assist with post-secondary educational and vocational training expenses. (Please refer to Chapter IV; Section 1201: Number VII - Adolescent Services: NC LINKS, for more information on the LINKS Program.)

The General Assembly also approved funding to help children adopted from the department of social services custody after the age of twelve to pay for postsecondary education. This program known as

NCRReach will help eligible students pay for tuition, fees, books and supplies and a room and board allowance at one of North Carolina's public universities or community colleges. For more information on the LINKS Program or NCRReach please contact the Child Welfare Policy Team at (919) 733-4622.

Last year 45 agencies participated in the Special Children Adoption Fund program. Of the 311 children that were adopted, there were 62 sibling groups, including 5 sibling groups of 4 or more children; 17 sibling groups of three; and 40 sibling groups of two. One hundred seven of the children (including 72 youth that were included in baselines) were over 13 years of age. The Division of Social Services continues to emphasize the need for adoptive placements of siblings groups and the older children in foster care. The Division appreciates your efforts in making it possible for these children to secure permanency.

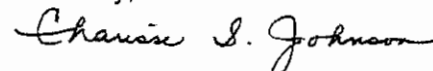
The Division encourages more agencies to participate during SFY 2010. The purpose of the fund is to recognize and reward strong performance in adoption services. It is the Division's expectation that all participating agencies adhere to best practice standards in providing these services. Failure to adhere to best practice standards will result in an agency's ineligibility to continue participation in the Fund.

If you have questions regarding the Special Children Adoption Fund, please contact Amelia Lance at (919) 334-1096 or [amelia.lance@dhhs.nc.gov](mailto:amelia.lance@dhhs.nc.gov). Requests for payments, including all of the required documentation described in this letter should be sent to the following address:

North Carolina Division of Social Services  
Child Welfare Services Section, Policy Team  
325 N. Salisbury Street Suite 725  
2408 Mail Service Center  
Raleigh, North Carolina 27699-2408  
**Attn: SCAF Payment Request**

The Division sincerely appreciates all of your efforts in providing safe, permanent homes for children. The Fund offers an opportunity to provide additional financial resources to county departments of social services and our private adoption agency partners to improve adoption services for children. Since the creation of the Fund, the number of adoptions has steadily increased. We believe that the Special Children Adoption Fund is one of the positive factors in that accomplishment.

Sincerely,



Charisse S. Johnson, Chief  
Child Welfare Services

Attachment:

BASELINE FOR PARTICPATION IN THE SPECIAL CHILDREN ADOPTION FUND SFY 2010

cc: Sherry S. Bradsher  
Sarah Barham  
Child Welfare Services Team Leaders  
Children's Services Program Representatives  
Local Business Liaisons  
Regulatory and Licensing Services Consultants  
LaKeitha Miller  
Jack Rogers

**CWS-35-09**



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: 19 January 2010**

**Action Agenda Item No.** 4/66  
(Central Admin. use only)

**SUBJECT:** Budget Amendment - Crisis Intervention Program, Low Income Home Energy Assistance Funds

---

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

---

**ATTACHMENT(S):**  
Funding Authorization for NCDHHS  
dated January 6, 2010

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

---

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

---

---

**DEPARTMENT'S RECOMMENDED ACTION:** Approve budget amendment to accept one authorization for \$39,475, and a second authorization for \$121,649 in additional CIP-LIHEAP funds, and increase the expenditures in the Crisis Intervention Program (CIP) budget expenditures line 10-553160-5399-1509 and the CIP budget revenues line 10-453160-4340-1509 by a total of \$161,124.

**BACKGROUND:** The Crisis Intervention - Low Income Home Energy Assistance program is funded by the US Department of Health and Human Services in an annual block grant to the State, which then allocates funds to county social service departments for distribution. The North Carolina Department of Health and Human Services - Social Services Division, on November 19, 2009, allocated an additional \$39,475 to Union County. Again, on January 6, 2010, NCDHHS-DSS allocated an additional \$121,649 of these funds to Union County for a total of \$161,124. The funds do not require a local match.

The Crisis Intervention Program is a 100% federally funded program administered locally by the Union County Department of Social Services. This program assists eligible low income families, individuals with a heating or cooling related crisis, and those in a life or health threatening situation without assistance. Due to the severe weather and economic conditions, DSS has seen a significant increase of clients in need of these funds.

Please find attached the second CIP-LIHEAP Authorization form from the State. The first additional allocation, \$39,475, is already included in the "Initial Allocation" column amount of \$245,853 (The original budget was \$206,378). The second additional allocation, \$121,649, is

listed in the "additional allocation" column, for a total of \$161,124 in additional funds, for a total 2009-10 budget of \$367,502.

**FINANCIAL IMPACT:** No county match is required, and there is no financial impact to the General Fund. This budget amendment will accept a total of \$161,124 in additional LIHEAP funds to be distributed by the Union County DSS.

---

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

---

---

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

---

---

**Manager Recommendation:**



**DIVISION OF SOCIAL SERVICES**

**FUNDING SOURCE: CRISIS INTERVENTION PAYMENT**

**EFFECTIVE DATE: 07/01/2009**

**AUTHORIZATION NUMBER: 4**

**ALLOCATION PERIOD**

**FROM JUNE 2009 THRU MAY 2010 SERVICE MONTHS**

**FROM JULY 2009 THRU JUNE 2010 PAYMENT MONTHS**

| Co. No. | COUNTY     | Initial Allocation |         | Additional Allocation |         | Grand Total Allocation |           |
|---------|------------|--------------------|---------|-----------------------|---------|------------------------|-----------|
|         |            | Federal            | Total   | Federal               | Total   | Federal                | Total     |
| 01      | ALAMANCE   | 279,583            | 279,583 | 138,317               | 138,317 | 417,900                | 417,900   |
| 02      | ALEXANDER  | 71,031             | 71,031  | 35,133                | 35,133  | 106,164                | 106,164   |
| 03      | ALLEGHANY  | 30,813             | 30,813  | 15,236                | 15,236  | 46,049                 | 46,049    |
| 04      | ANSON      | 90,903             | 90,903  | 44,947                | 44,947  | 135,850                | 135,850   |
| 05      | ASHE       | 64,942             | 64,942  | 32,121                | 32,121  | 97,063                 | 97,063    |
| 06      | AVERY      | 38,589             | 38,589  | 19,087                | 19,087  | 57,676                 | 57,676    |
| 07      | BEAUFORT   | 136,417            | 136,417 | 67,457                | 67,457  | 203,874                | 203,874   |
| 08      | BERTIE     | 88,745             | 88,745  | 43,880                | 43,880  | 132,625                | 132,625   |
| 09      | BLADEN     | 120,671            | 120,671 | 59,663                | 59,663  | 180,334                | 180,334   |
| 10      | BRUNSWICK  | 180,267            | 180,267 | 89,180                | 89,180  | 269,447                | 269,447   |
| 11      | BUNCOMBE   | 527,880            | 527,880 | 261,120               | 261,120 | 789,000                | 789,000   |
| 12      | BURKE      | 192,239            | 192,239 | 95,086                | 95,086  | 287,325                | 287,325   |
| 13      | CABARRUS   | 300,085            | 300,085 | 148,434               | 148,434 | 448,519                | 448,519   |
| 14      | CALDWELL   | 208,489            | 208,489 | 103,123               | 103,123 | 311,612                | 311,612   |
| 15      | CAMDEN     | 14,250             | 14,250  | 7,048                 | 7,048   | 21,298                 | 21,298    |
| 16      | CARTERET   | 109,587            | 109,587 | 54,207                | 54,207  | 163,794                | 163,794   |
| 17      | CASWELL    | 72,051             | 72,051  | 35,622                | 35,622  | 107,673                | 107,673   |
| 18      | CATAWBA    | 339,643            | 339,643 | 167,998               | 167,998 | 507,641                | 507,641   |
| 19      | CHATHAM    | 94,004             | 94,004  | 46,490                | 46,490  | 140,494                | 140,494   |
| 20      | CHEROKEE   | 65,557             | 65,557  | 32,423                | 32,423  | 97,980                 | 97,980    |
| 21      | CHOWAN     | 46,951             | 46,951  | 23,218                | 23,218  | 70,169                 | 70,169    |
| 22      | CLAY       | 26,688             | 26,688  | 13,203                | 13,203  | 39,891                 | 39,891    |
| 23      | CLEVELAND  | 316,428            | 316,428 | 156,512               | 156,512 | 472,940                | 472,940   |
| 24      | COLUMBUS   | 184,822            | 184,822 | 91,389                | 91,389  | 276,211                | 276,211   |
| 25      | CRAVEN     | 207,691            | 207,691 | 102,716               | 102,716 | 310,407                | 310,407   |
| 26      | CUMBERLAND | 797,433            | 797,433 | 394,329               | 394,329 | 1,191,762              | 1,191,762 |
| 27      | CURRITUCK  | 36,195             | 36,195  | 17,900                | 17,900  | 54,095                 | 54,095    |
| 28      | DARE       | 43,805             | 43,805  | 21,674                | 21,674  | 65,479                 | 65,479    |
| 29      | DAVIDSON   | 341,234            | 341,234 | 168,755               | 168,755 | 509,989                | 509,989   |
| 30      | DAVIE      | 61,019             | 61,019  | 30,183                | 30,183  | 91,202                 | 91,202    |
| 31      | DUPLIN     | 147,889            | 147,889 | 73,127                | 73,127  | 221,016                | 221,016   |
| 32      | DURHAM     | 578,743            | 578,743 | 286,264               | 286,264 | 865,007                | 865,007   |
| 33      | EDGECOMBE  | 237,616            | 237,616 | 117,499               | 117,499 | 355,115                | 355,115   |
| 34      | FORSYTH    | 661,064            | 661,064 | 327,032               | 327,032 | 988,096                | 988,096   |
| 35      | FRANKLIN   | 138,827            | 138,827 | 68,652                | 68,652  | 207,479                | 207,479   |
| 36      | GASTON     | 456,358            | 456,358 | 225,750               | 225,750 | 682,108                | 682,108   |
| 37      | GATES      | 25,241             | 25,241  | 12,482                | 12,482  | 37,723                 | 37,723    |
| 38      | GRAHAM     | 26,164             | 26,164  | 12,936                | 12,936  | 39,100                 | 39,100    |
| 39      | GRANVILLE  | 111,836            | 111,836 | 55,312                | 55,312  | 167,148                | 167,148   |
| 40      | GREENE     | 65,495             | 65,495  | 32,383                | 32,383  | 97,878                 | 97,878    |
| 41      | GUILFORD   | 990,349            | 990,349 | 489,884               | 489,884 | 1,480,233              | 1,480,233 |
| 42      | HALLIFAX   | 287,787            | 287,787 | 142,293               | 142,293 | 430,080                | 430,080   |
| 43      | HARNETT    | 266,907            | 266,907 | 132,022               | 132,022 | 398,929                | 398,929   |
| 44      | HAYWOOD    | 145,963            | 145,963 | 72,187                | 72,187  | 218,150                | 218,150   |
| 45      | HENDERSON  | 157,911            | 157,911 | 78,112                | 78,112  | 236,023                | 236,023   |
| 46      | HERTFORD   | 96,506             | 96,506  | 47,715                | 47,715  | 144,221                | 144,221   |
| 47      | HOKE       | 115,047            | 115,047 | 56,893                | 56,893  | 171,940                | 171,940   |

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

**Authorization Number 4**

|     | COUNTY         | Initial Allocation  |                     | Additional Allocation |                     | Grand Total Allocation |                     |
|-----|----------------|---------------------|---------------------|-----------------------|---------------------|------------------------|---------------------|
|     |                | Federal             | Total               | Federal               | Total               | Federal                | Total               |
| 48  | HYDE           | 18,899              | 18,899              | 9,342                 | 9,342               | 28,241                 | 28,241              |
| 49  | IREDELL        | 243,839             | 243,839             | 120,624               | 120,624             | 364,463                | 364,463             |
| 50  | JACKSON        | 85,848              | 85,848              | 42,457                | 42,457              | 128,305                | 128,305             |
| 51  | JOHNSTON       | 330,752             | 330,752             | 163,585               | 163,585             | 494,337                | 494,337             |
| 52  | JONES          | 26,094              | 26,094              | 12,903                | 12,903              | 38,997                 | 38,997              |
| 53  | LEE            | 127,776             | 127,776             | 63,217                | 63,217              | 190,993                | 190,993             |
| 54  | LENOIR         | 207,563             | 207,563             | 102,641               | 102,641             | 310,204                | 310,204             |
| 55  | LINCOLN        | 124,223             | 124,223             | 61,456                | 61,456              | 185,679                | 185,679             |
| 56  | MACON          | 80,255              | 80,255              | 39,695                | 39,695              | 119,950                | 119,950             |
| 57  | MADISON        | 58,745              | 58,745              | 29,053                | 29,053              | 87,798                 | 87,798              |
| 58  | MARTIN         | 75,210              | 75,210              | 37,183                | 37,183              | 112,393                | 112,393             |
| 59  | MCDOWELL       | 103,183             | 103,183             | 51,045                | 51,045              | 154,228                | 154,228             |
| 60  | MECKLENBURG    | 1,772,616           | 1,772,616           | 877,046               | 877,046             | 2,649,662              | 2,649,662           |
| 61  | MITCHELL       | 41,402              | 41,402              | 20,471                | 20,471              | 61,873                 | 61,873              |
| 62  | MONTGOMERY     | 78,736              | 78,736              | 38,933                | 38,933              | 117,669                | 117,669             |
| 63  | MOORE          | 132,180             | 132,180             | 65,362                | 65,362              | 197,542                | 197,542             |
| 64  | NASH           | 225,647             | 225,647             | 111,589               | 111,589             | 337,236                | 337,236             |
| 65  | NEW HANOVER    | 370,765             | 370,765             | 183,382               | 183,382             | 554,147                | 554,147             |
| 66  | NORTHAMPTON    | 109,688             | 109,688             | 54,232                | 54,232              | 163,920                | 163,920             |
| 67  | ONSLOW         | 245,482             | 245,482             | 121,384               | 121,384             | 366,866                | 366,866             |
| 68  | ORANGE         | 211,760             | 211,760             | 104,744               | 104,744             | 316,504                | 316,504             |
| 69  | PAMLICO        | 25,685              | 25,685              | 12,701                | 12,701              | 38,386                 | 38,386              |
| 70  | PASQUOTANK     | 107,941             | 107,941             | 53,372                | 53,372              | 161,313                | 161,313             |
| 71  | PENDER         | 95,107              | 95,107              | 47,032                | 47,032              | 142,139                | 142,139             |
| 72  | PERQUIMANS     | 36,886              | 36,886              | 18,242                | 18,242              | 55,128                 | 55,128              |
| 73  | PERSON         | 99,753              | 99,753              | 49,329                | 49,329              | 149,082                | 149,082             |
| 74  | PITT           | 435,977             | 435,977             | 215,604               | 215,604             | 651,581                | 651,581             |
| 75  | POLK           | 34,373              | 34,373              | 17,000                | 17,000              | 51,373                 | 51,373              |
| 76  | RANDOLPH       | 330,055             | 330,055             | 163,254               | 163,254             | 493,309                | 493,309             |
| 77  | RICHMOND       | 165,080             | 165,080             | 81,639                | 81,639              | 246,719                | 246,719             |
| 78  | ROBESON        | 514,848             | 514,848             | 254,594               | 254,594             | 769,442                | 769,442             |
| 79  | ROCKINGHAM     | 239,311             | 239,311             | 118,356               | 118,356             | 357,667                | 357,667             |
| 80  | ROWAN          | 288,839             | 288,839             | 142,888               | 142,888             | 431,727                | 431,727             |
| 81  | RUTHERFORD     | 178,803             | 178,803             | 88,427                | 88,427              | 267,230                | 267,230             |
| 82  | SAMPSON        | 178,064             | 178,064             | 88,062                | 88,062              | 266,126                | 266,126             |
| 83  | SCOTLAND       | 155,218             | 155,218             | 76,741                | 76,741              | 231,959                | 231,959             |
| 84  | STANLY         | 126,170             | 126,170             | 62,398                | 62,398              | 188,568                | 188,568             |
| 85  | STOKES         | 74,728              | 74,728              | 36,949                | 36,949              | 111,677                | 111,677             |
| 86  | SURRY          | 189,132             | 189,132             | 93,530                | 93,530              | 282,662                | 282,662             |
| 87  | SWAIN          | 36,447              | 36,447              | 18,021                | 18,021              | 54,468                 | 54,468              |
| 88  | TRANSYLVANIA   | 66,381              | 66,381              | 32,832                | 32,832              | 99,213                 | 99,213              |
| 89  | TYRRELL        | 16,335              | 16,335              | 8,077                 | 8,077               | 24,412                 | 24,412              |
| 90  | UNION          | 245,853             | 245,853             | 121,649               | 121,649             | 367,502                | 367,502             |
| 91  | VANCE          | 191,198             | 191,198             | 94,538                | 94,538              | 285,736                | 285,736             |
| 92  | WAKE           | 1,081,275           | 1,081,275           | 534,867               | 534,867             | 1,616,142              | 1,616,142           |
| 93  | WARREN         | 73,742              | 73,742              | 36,465                | 36,465              | 110,207                | 110,207             |
| 94  | WASHINGTON     | 50,713              | 50,713              | 25,075                | 25,075              | 75,788                 | 75,788              |
| 95  | WATAUGA        | 80,991              | 80,991              | 40,063                | 40,063              | 121,054                | 121,054             |
| 96  | WAYNE          | 291,282             | 291,282             | 144,038               | 144,038             | 435,320                | 435,320             |
| 97  | WILKES         | 171,680             | 171,680             | 84,914                | 84,914              | 256,594                | 256,594             |
| 98  | WILSON         | 228,195             | 228,195             | 112,854               | 112,854             | 341,049                | 341,049             |
| 99  | YADKIN         | 79,256              | 79,256              | 39,202                | 39,202              | 118,458                | 118,458             |
| 100 | YANCEY         | 60,573              | 60,573              | 29,949                | 29,949              | 90,522                 | 90,522              |
| 150 | Jackson Indian | 4,000               | 4,000               | 0                     | 0                   | 4,000                  | 4,000               |
| 187 | Swain Indian   | 2,000               | 2,000               | 0                     | 0                   | 2,000                  | 2,000               |
|     | <b>Total</b>   | <b>\$20,224,269</b> | <b>\$20,224,269</b> | <b>\$10,000,000</b>   | <b>\$10,000,000</b> | <b>\$30,224,269</b>    | <b>\$30,224,269</b> |

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

**GRANT INFORMATION:** This is additional FY 2010 LIHEAP block grant funding released by the US Department of Health and Human Services.

**XS411 Heading:** CRISIS

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

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

**AUTHORIZED SIGNATURE**

January 6, 2010

*Shuang's Brother*

Accepted by: *D. St...*  
County Director Signature

1-7-2010  
Date

County Name : Union

367.502

Grand Total Allocation

Please provide your Local Business Liaison with a signed copy of this Funding Authorization.





**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: January 19, 2010

Action Agenda Item No. 47a  
(Central Admin. use only)

**SUBJECT:** ADDITIONAL WIC BREASTFEEDING PEER COUNSELOR FUNDING

**DEPARTMENT:** HEALTH

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Budget Amendment #32  
Funding Allocation

**INFORMATION CONTACT:**  
Phillip Tarte

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

---

**DEPARTMENT'S RECOMMENDED ACTION:** Approve Budget Amendment #32 and accept additional federal funding in the amount of \$34,370 for the WIC Breastfeeding Peer Counselor (BFPC) program.

**BACKGROUND:** The Womens, Infants, and Children Breastfeeding Peer Counselor program is administered by local health departments using funds provided by an annual Federal appropriation. These Federal funds are distributed to the State, and are then allocated to each county by the North Carolina Department of Health and Human Services - Division of Health Services - Nutrition Program Branch.

The 2010 Agriculture Appropriations bill increased the total amount of federal WIC BFPC funds from \$20 million to \$80 million. North Carolina's share of this increased funding is approximately \$2.2 million, of which \$34,370 is allocated to the Union County Health Department's WIC BFPC program. Currently, the Union County Health Department has a pregnant and breastfeeding patient caseload of 577 participants.

For the next State Contract Year (SCY) 2010/2011, the WIC BFPC will receive \$29,465. This amount represents \$51.06 per pregnant and breastfeeding participant annually.

For the last two months of the current SCY 2009/2010 (April and May 2009), the WIC BFPC will receive funding in the amount of \$4,905. This amount represents 2/12ths of the annual SCY funding.

These funds are to be used for the implementation of a comprehensive breastfeeding peer counselor program. In addition, the WIC department plans on increasing their breastfeeding



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: January 19, 2010**

**Action Agenda Item No.** 4/17b  
(Central Admin. use only)

**SUBJECT:** ADDITIONAL SUSAN G. KOMEN GRANT FUNDING

---

**DEPARTMENT:** HEALTH

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Budget Amendment #31

**INFORMATION CONTACT:**  
Phillip Tarte

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

---

**DEPARTMENT'S RECOMMENDED ACTION:** Approve Budget Amendment #31 and accept \$4,648 in grant funding from the Susan G. Komen Foundation.

**BACKGROUND:** Due to the overwhelming number of patients needing breast health services, the Susan G. Komen Foundation has awarded the Health Department additional grant funding in the amount of \$4,648. This funding is to cover four needle- and/or ultrasound-guided biopsies and one MRI. These services are for patients who do not qualify for services in the BCCCP (Breast & Cervical Cancer Control Program) clinic.

**FINANCIAL IMPACT:** No county impact.

Increase revenue:  
10451151-4840-1353     \$4,648

Increase expenditures:  
10551151-5383-1353     \$4,648

---

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

---

---

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

---

---

---

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

---

---



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: January 19, 2010**

**Action Agenda Item No. 418**  
(Central Admin. use only)

**SUBJECT:** Resolution of the Union County Board of Commissioners Adopting  
Regular Meeting Schedule for 2010

---

**DEPARTMENT:** Board of  
Commissioners

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Draft Resolution

**INFORMATION CONTACT:**

**TELEPHONE NUMBERS:**

---

---

**DEPARTMENT'S RECOMMENDED ACTION:** Adopt Resolution which supersedes the January 4, 2010, resolution

**BACKGROUND:** During its regular meeting of January 4, 2010, the Board adopted a Resolution Adopting its Regular Meeting Schedule for 2010 that included the regular meetings on the first and third Mondays and regular work sessions on the second Wednesday of each month. The January 4, 2010, resolution did not set out the times or locations of the regular work sessions, and since adoption of that resolution, it has been determined that the work sessions should begin at 9:00 a.m. in the Conference Room, First Floor, Union County Government Center. A new resolution has been drafted which supersedes the January 4, 2010, resolution stating the times and locations for the work sessions to be 9:00 a.m. in the Conference Room, first floor, Union County Government Center, and is included for the Board's consideration at tonight's meeting. Notice of the new resolution will be given in accordance with the statutes and a notice will be published in the newspaper summarizing the new resolution also in accordance with the statutes.

**FINANCIAL IMPACT:**

---

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

---

---

**Finance Dept. Comments if applicable:**

**Manager Recommendation:**





---

---

## OFFICE OF THE COMMISSIONERS AND MANAGER

---

---

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

### RESOLUTION OF THE UNION COUNTY BOARD OF COMMISSIONERS ADOPTING ITS REGULAR MEETING SCHEDULE FOR 2010

WHEREAS, the Union County Board of Commissioners adopted a resolution on January 4, 2010, adopting its regular meeting schedule for 2010; and

WHEREAS, since adoption of the resolution on January 4, 2010, it has been determined that the regular work sessions shall begin at 9:00 a.m. in the Conference Room, first floor, Union County Government Center; and

WHEREAS, the Union County Board of Commissioners wishes to adopt a new resolution adopting its schedule of regular meetings for 2010, which includes the meeting times and place for its regular work sessions and which shall supersede its resolution adopted on January 4, 2010.

NOW, THEREFORE, be it resolved that the Union County Board of Commissioners hereby adopts the following regular meeting schedule for 2010:

#### **January:**

Monday, January 4 - Regular Meeting

Wednesday, January 13 - Work Session

Tuesday, January 19 - Regular Meeting (Monday, January 18 is a holiday, and in accordance with the Board's Rules of Procedure, the regular meeting will be held on Tuesday)

#### **February:**

Monday, February 1 - Regular Meeting

Wednesday, February 10 - Work Session

Monday, February 15 - Regular Meeting

#### **March:**

Monday, March 1 - Regular Meeting

Wednesday, March 10 - Work Session

Monday, March 15 - Regular Meeting

**April:**

Monday, April 5 - *(No meeting will be held on Monday, April 5)*  
Wednesday, April 14 - Work Session  
Monday, April 19 - Regular Meeting

**May:**

Monday, May 3 - Regular Meeting  
Wednesday, May 12 - Work Session  
Monday, May 17 - Regular Meeting

**June:**

Monday, June 7 - Regular Meeting  
Wednesday, June 9 - Work Session  
Monday, June 21 - Regular Meeting

**July:**

Tuesday, July 6 - Regular Meeting (Monday, July 5, is a holiday, and in accordance with the Board's Rules of Procedure, the regular meeting will be held on Tuesday)  
Wednesday, July 14 - Work Session  
Monday, July 19 - Regular Meeting

**August:**

Monday, August 2 - Regular Meeting  
Wednesday, August 11 - Work Session  
Monday, August 16 - Regular Meeting

**September:**

Tuesday, September 7 - Regular Meeting (Monday, September 6, is a holiday, and in accordance with the Board's Rules of Procedure, the regular meeting will be held on Tuesday)  
Wednesday, September 8 - Work Session  
Monday, September 20 - Regular Meeting

**October:**

Monday, October 4 - Regular Meeting  
Wednesday, October 13 - Work Session  
Monday, October 18 - Regular Meeting

**November:**

Monday, November 1 - Regular Meeting  
Wednesday, November 10 - Work Session  
Monday, November 15 - Regular Meeting

**December:**

Monday, December 6 - Regular Meeting  
Wednesday, December 8 - Work Session  
Monday, December 20 - *(No meeting will be held on Monday, December 20)*

The regular meeting schedule in effect prior to 2010 will resume in 2011, unless further modified by the Union County Board of Commissioners.

Pursuant to prior action of the Board of Commissioners, the regular meetings held on the first and third Mondays of each month (or on the next day, if a holiday) shall be held at 7:00 p.m. in the Board Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina.

The regular work sessions shall begin at 9:00 a.m. in the Conference Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina.

Adopted this the 19th day of January, 2010.

ATTEST:

---

Lynn G. West, Clerk to the Board

---

Kim Rogers, Chairwoman

As Amended on ~~April 2, 2007~~ January 18, 2010

AGENDA ITEM  
# 4/9  
MEETING DATE 1/19/10

## RULES OF PROCEDURE

### UNION COUNTY, NORTH CAROLINA BOARD OF COMMISSIONERS

#### I. Applicability

**Rule 1. Applicability of Rules.** These rules apply to all meetings of the Board of Commissioners of Union County, North Carolina at which the board is empowered to exercise any of the executive, quasijudicial, administrative, or legislative powers conferred on it by law.

#### II. Open Meetings

##### **Rule 2. Meetings to be Open.**

(a) The public policy of North Carolina and of Union County is that the hearings, deliberations, and actions of this board and its committees be conducted openly.

(b) Except as otherwise provided in these rules and in accordance with applicable law, each official meeting of the Union County Board of Commissioners shall be open to the public, and any person may attend.

© For the purposes of the provisions of these rules concerning open meetings, an official meeting of the board is defined as any gathering together at any time or place or the simultaneous communication by conference telephone or other electronic means of a majority of board members for the purpose of conducting hearings, participating in deliberations, or voting upon or otherwise transacting public business within the jurisdiction, real or apparent, of the board. However, a social meeting or other informal assembly or gathering together of the members of the board does not constitute an official meeting unless called or held to evade the spirit and purposes of this Article.

##### **Rule 3. Closed Sessions.**

(a) Notwithstanding the provisions of Rule 2, the board may hold a closed session and exclude the public only when a closed session is required:

1. To prevent the disclosure of information that is privileged or confidential pursuant to the law of North Carolina or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes;

2. To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award;

3. To consult with an attorney employed or retained by the board in order to preserve the attorney-client privilege between the attorney and the board. General policy matters may not be discussed in a closed session and the board may not close a meeting that otherwise would be open merely because an attorney employed or retained by the board is a participant. The board may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, or administrative procedure. If the board has approved or considered a settlement in closed session, the terms of that settlement shall be reported to the board and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded;

4. To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body;

5. To establish, or to instruct the board's staff or negotiating agents concerning the position to be taken by or on behalf of the board in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract;

6. To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. The board may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the board or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action by the board making an appointment or discharge or removal shall be taken in an open meeting;

7. To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.

(b) The board may hold a closed session only upon a motion duly made and adopted at an open meeting. Every motion to close a meeting shall cite one or more of the permissible purposes listed in subsection (a) of this section. A motion based on subdivision (a)(1) of this section shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on subdivision (a)(3) of this section shall identify the parties in each existing lawsuit concerning which the board expects to receive advice during the closed session.

© Unless the motion to go into closed session provides otherwise, the county manager, county attorney, and clerk to the board shall attend the closed session. No other person shall attend the closed session unless invited by the board.

### III. Organization of the Board

**Rule 4. Organizational Meeting.** On the first Monday in December following a general election in which county officers are elected, the board shall meet at the regular meeting time and place. The County Manager shall call the meeting to order and shall preside until a chair and a vice-chair are elected. If they have not already been sworn and inducted into office, the newly elected members of the board shall take and subscribe the oath of office as the first order of business. As the second order, the board shall elect a chair and vice chair from its members and the chair and vice-chair shall take and subscribe the oath of office for their respective positions. As the third order, the board shall approve the bonds of the register of deeds, and the sheriff, and induct them and any other newly elected county officials into office. As the fourth order, the board shall approve the bonds of the County finance officer and tax collector.

**Rule 5. Election of the Chair.** The chair and vice-chair of the board shall be elected annually for a term of one year and shall not be removed from the office of chair unless he or she becomes disqualified to serve as a board member. The vice-chair shall act in the absence or disability of the chair. If the chair and vice-chair are both absent from a meeting of the board, the members present may choose a temporary chair.

### IV. Regular and Special Meetings

#### **Rule 6. Regular and Special Meetings.**

(a) **Regular Meetings.** The board shall hold a regular meeting on the first and third Monday of each month. If a regular meeting day is a holiday on which county offices are closed, the meeting shall be held on the next business day or such succeeding day as may be specified in the motion adjourning the immediately preceding regular meeting. Regular meetings shall be held at the Commissioners' Boardroom on the 9<sup>th</sup>-1<sup>st</sup> Floor of the Union County ~~Courthouse~~ Government Center and shall begin at 7:00 p.m. The board may change the place or time of a particular regular meeting or of all regular meetings within a specified period by resolution adopted, posted, and noticed at least seven days before the change takes effect. Such a resolution shall be filed with the clerk to the board and posted at or near the regular meeting place, and copies shall be sent to all persons who have requested notice of special meetings of the board. The board may adjourn a regular meeting from day to day or to a day certain until the business before the board is completed.

(b) **Special Meetings.** The chair or a majority of the members of the board may at any time call a special meeting of the board of commissioners by signing a written notice stating the time and place of the meeting and the subjects to be considered. The person or persons calling the meeting shall cause the notice to be delivered to the chair and each other member of the board or left at the usual dwelling place of each at least forty-eight (48) hours before the meeting and shall cause a copy of the notice to be posted on the courthouse bulletin board at least forty-eight (48)

hours before the meeting. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or those not present have signed a written waiver.

(c) **Emergency Meetings.** If a special meeting is called to deal with an unexpected circumstance requiring immediate consideration, the notice requirements of this rule do not apply. However, the person or persons calling an emergency meeting shall take reasonable action to inform the other members and the public of the meeting. Local news organizations having requested notice of special meetings as provided in subsection (e) below, shall be notified of such emergency meetings by the same method used to notify board members. Only business conducted with the emergency may be discussed at the meeting.

(d) **Work Session and Committee Meetings.** The board may schedule work sessions, committee meetings, or other informal meetings of the board or of a majority of its members at such times and concerning such subjects as may be established by resolution or order of the board. A schedule of any such meetings held regularly shall be filed in the same place and manner as the schedule of regular meetings. Work session and other informal official meetings not held regularly are subject to the same notice requirements as special board meetings.

(e) **Sunshine List.** Any individual and any newspaper, wire service, radio station, and television station may file a written request with the clerk to the board of commissioners for notice of all special meetings of the board. Requests by individuals must be renewed by the last day of each calendar quarter and are subject to a \$10.00 (NOTE: didn't we get rid of the cost?) Nonrefundable annual fee; requests by news organizations must be renewed annually by January 1 of each year and are not subject to any fee.

**Rule 7. All Meetings Within the County.** All meetings shall be held within the boundaries of Union County except as otherwise provided herein.

(a) A joint meeting with the governing board of any other political subdivision of this or any other state may be held within the boundaries of either subdivision as may be specified in the call of the meeting. At any such joint meeting, this board reserves the right to vote separately on all matters coming before the joint meeting.

(b) A special meeting called for considering and acting on an order or resolution requesting members of the General Assembly representing all or any portion of this county to support or oppose any bill pending in the General Assembly or proposed for introduction therein may be held in Raleigh or other such place as stated in the call of the meeting.

(c) A retreat, forum, or similar gathering held solely for the purpose of providing members of the board with general information relating to the performance of their public duties; provided, however, that members of the board of commissioners shall not vote upon or otherwise transact public business while in attendance at such a gathering.

(d) A convention, association meeting or similar gathering; provided, however, that any such meeting may be held solely to discuss or deliberate the board's position concerning convention resolutions, elections of association officers and similar issues that are not legally binding upon the board of commissioners or its constituents.

#### **Rule 8. Broadcasting and Recording of Meetings.**

(a) Except as provided in this rule, any radio or television station may broadcast all or any part of an official board meeting required to be open to the public. Any person may photograph, film, tape-record, or otherwise reproduce any part of a meeting required to be open.

(b) Any radio or television station wishing to broadcast any portion of an official board meeting is requested to so notify the county manager no later than seventy-two hours before the meeting. If the number of requests or the quantity and size of the necessary equipment is such that the meeting cannot be accommodated in the designated meeting room and no suitable alternative site in the county courthouse is available, the county manager may require the news media to pool equipment and personnel.

### **V. Agenda**

#### **Rule 9. Agenda**

(a) The Clerk to the Board of Commissioners, after consulting and meeting with the County Manager, and the Chair and/or Vice Chair, shall prepare the agenda for each regular, special, and emergency meeting. The Chairman of the Board of Commissioners will consult with each commissioner prior to the agenda being completed. A request by the public or staff to have an item on the agenda for a regular meeting must be received by the Clerk at least seven working days before the meeting date; provided however that under special circumstances and upon timely request, the County Manager or Clerk can grant an extension until 12:00 noon on Tuesday preceding the regular Monday meeting. In preparing an item for placement on the agenda, a board member may request that the County Manager provide information on the subject prepared by staff for distribution with the agenda packet.

(b) The agenda packet shall include the agenda document, any proposed ordinances or amendments to ordinances, and supporting documentation and background information relevant to items on the agenda. Items without supporting documentation and background information will not be added to the agenda. A copy of the agenda packet shall normally be delivered to each board member at least seventy-two hours before the meeting. Documents in the agenda packet, with the exception of attorney-client privileged material and documents pertaining to closed session items, if not previously available for public inspection, shall become so when packets have been delivered to each board member or left at his or her usual dwelling.

(c) The board is discouraged to add items to the agenda the night of the board meeting, however, ~~the~~ the board may, by majority vote, add an item not on the agenda.



(d) Agenda items deemed to be routine matters which are appropriate for consideration by the board without discussion may be placed on a Consent Agenda which will be part of the agenda for that meeting. All items on the Consent Agenda are to be considered upon motion and without discussion. Provided, however, at any time prior to the vote on the motion, for the approval of the Consent Agenda, any board member may request that any one or more items be removed from the Consent Agenda. Any item removed from the Consent Agenda shall be considered at such time in the meeting as the chair shall deem appropriate or, upon a majority vote of the board members, it may be treated in the same manner as other items which the Board considers.

(e) All contracts and/or agreements will be included in the agenda for consideration by the Board of Commissioners and shall be executed by the chair or vice chair.

**Rule 10. Informal Public Comments.** In compliance with G.S. 153A-52.1, the board establishes the following policy for informal public comment at all regular meetings of the board. The clerk shall provide a sign-up sheet at the entry to the meeting room not later than thirty minutes prior to each meeting for persons who desire to address the board. The chair will recognize speakers in the order in which their names appear on the sign-up sheet. The purpose of the time for informal public comments is to allow for public input to the board on issues germane to Union County. It is not intended to compel board members or staff to answer questions in an impromptu manner without adequate opportunity for preparation or consideration. Action on issues raised during the comment period, if any, will be at the sole discretion of the board.

Each speaker must address the board from the lectern and begin their remarks by giving their name, address, and the topic about which they intend to speak. Each speaker will have three (3) minutes to make remarks. A speaker may not yield any of his or her time to another speaker. Speakers may not discuss matters which are the subject of public hearings, and they must be courteous in their language and presentation. Personal attacks will not be tolerated. Speakers may leave written comments and/or supporting documents, if any, with the clerk to the board.

If at the beginning of the public comment period, the chair determines that the time required to hear all speakers on the sign-up sheet would unduly disrupt the conduct of County business or cause undue inconvenience to citizens in attendance for other items on the agenda, the chair may require the designation of spokesman, or the selection of delegates, for groups of persons supporting or opposing the same positions. The chair may also move the period for public comment to some time later in the meeting.

**Rule 11. Order of Business.** At regular meetings, the board shall proceed to business in the following order:

1. Opening of Meeting
  - a. Invocation
  - b. Pledge of Allegiance

2. Scheduled Public Hearings
3. Informal Public Comments
4. Additions, Deletions, and Adoption of Agenda
5. Consent Agenda
6. ~~Assistant County Manager's Comments~~ (NOTE we don't do this now)
7. ~~Items of Business~~ Old Business
8. New Business
- 8.9. Manager's Comments
- 9.10. Commissioners' Comments

Without objection, the chair may call items in any order most convenient for the dispatch of business.

## VI. Conduct of Debate

**Rule 12. Powers of the Chair.** The chair shall preside at all board meetings. To address the board, a member must be recognized by the chair. The chair shall have the following powers:

1. To rule on points of parliamentary procedure, including the right to rule out of order any motion offered for patently obstructive or dilatory purposes;
2. To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
3. To call a brief recess at any time;
4. To adjourn in an emergency

**Rule 13. Chair's Right to Participate in Debate.** The chair shall have the right to participate in the debate of matters before the board, provided that there is no objection from a board member. In the event of any objection to the chair participating in the debate, then the chair shall designate the vice-chair, or another member of the board to preside during the debate. The chair shall resume the duty to preside as soon as action on the matter is concluded.

**Rule 14. Action by the Board.** The board shall proceed by motion. Any member, including the chair, may make a motion

**Rule 15. Second Not Required.** A motion shall not require a second.

**Rule 16. One Motion at a Time.** A member may make only one motion at a time.

**Rule 17. Substantive Motion.** A substantive motion is out of order while another substantive motion is pending.

**Rule 18. Adoption by Majority Vote.** A motion shall be adopted if approved by a majority of the votes cast, unless otherwise required by these rules of North Carolina laws.

**Rule 19. Debate.** The chair shall state the motion and then open the floor to debate, presiding according to these general principles:

- (a) The member making the motion or introducing the ordinance resolution, or order may speak first.
- (b) A member who has not spoken on the issue shall be recognized before someone who has already spoken.
- (c) If possible, the debate shall alternate between opponents and proponents of the measure.

**Rule 20. Procedural Motions.**

(a) In addition to substantive proposals, the procedural motions listed in subsection (b) of this rule, and not others, shall be in order. Unless otherwise noted, each motion is debatable, may as amended, and requires a majority vote for adoption.

(b) In order of priority (if applicable), the procedural motions are:

1. *To Adjourn (not debatable).* The motion may be made only at the conclusion of action on a pending matter; it may not interrupt deliberation of a pending matter.
2. *To Recess (not debatable).*
3. *To Call to Follow the Agenda (not debatable).* The motion must be made at the first reasonable opportunity or it is waived.
4. *To Suspend the Rules (not debatable).* The motion requires a vote equal to a quorum.
5. *To Divide a Complex Motion and Consider It by Paragraph (not debatable).*
6. *To Defer Consideration.* A substantive motion whose consideration has been deferred expires one hundred days thereafter, unless a motion to revive consideration is adopted.

7. *To Call the Previous Question (not debatable).* The motion is not in order until there has been at least ten minutes of debate and every member has had one opportunity to speak.

8. *To Postpone to a Certain Time or Day.*

9. *To Refer to Committee.* Sixty days after a motion has been referred to committee, the introducer may compel consideration of the measure by the entire board, regardless of whether the committee has reported the matter back to the board.

10. *To Amend.* An amendment to a motion must be germane to the subject of the motion, but it may not achieve the opposite effect of the motion. There may be an amendment to the motion and an amendment to an amendment, but no further amendments. Any amendment to a proposed ordinance shall be reduced to writing.

11. *To Revive Consideration.* The motion is in order at any time within one hundred days of a vote deferring consideration. A substantive motion on which considerations has been deferred expires one hundred days after the deferral, unless a motion to revive consideration is adopted.

12. *To Reconsider.* The motion must be made at the same meeting where the original vote was taken, and by a member who voted with the prevailing side. It cannot interrupt deliberation on a pending matter but is in order any time before adjournment.

13. *To Prevent Reconsideration for Six Months.* The motion shall be in order only immediately following the defeat of a substantive motion. It requires a vote equal to a quorum and is valid for six months or until the next regular election of county commissioners, whichever occurs first.

**Rule 21. Renewal of Motion.** A defeated motion may not be renewed at the same meeting.

**Rule 22. Withdrawal of Motion.** A motion may be withdrawn by the introducer at any time before the chair puts the motion to a vote.

**Rule 23. Duty to Vote.** It is the duty of each member to vote unless excused by a majority vote upon questions involving a member's own financial interest, the financial interest of a person in the member's immediate family, or a member's official conduct. A member wishing to be excused from voting shall so inform the chair, who shall take a vote of the remaining members. A member who fails to vote, not having been excused, shall be recorded as voting in the affirmative.

**Rule 24. Prohibition of Secret Voting.** No vote may be taken by secret ballot. If the board decides to vote by written ballot, each member shall sign his or her ballot and the minutes shall record the vote of each member. These ballots shall be retained and made available for public inspection until the minutes of that meeting have been approved, when they may be destroyed.

**Rule 25. Action by Reference.** The board shall not deliberate, vote, or otherwise take action upon any matter by reference to a letter, number or other designation, or other secret device or method, with the intention of making it impossible for persons attending a meeting of the public body to understand what is being deliberated, voted, or acted upon. However, this subsection does not prohibit a public body from deliberating, voting, or otherwise taking action by reference to an agenda, if copies of the agenda, sufficiently worded to enable the public to understand what is being deliberated, voted, or acted upon, are available for public inspection at the meeting.

**Rule 26. Introduction of Ordinances, Resolutions, and Orders.** A proposed ordinance shall be deemed introduced at the first meeting where it is on the agenda, regardless of whether it is actually considered by the board, and its introduction shall be recorded in the minutes.

**Rule 27. Adoption, Amendment, or Repeal of Ordinances.** To be adopted at the meeting where it is first introduced, an ordinance or an action with the effect of an ordinance, or any ordinance amending or repealing an existing ordinance (except the budget ordinance, a bond order, or another ordinance requiring a public hearing before adoption) must be approved by all members of the board of commissioners. If the proposed measure is approved by a majority but not by all members of the board, or if the measure is not voted on at that meeting, it shall be considered at the next regular meeting of the board. If it then or at any time thereafter within one hundred days of its introduction receives a majority of the votes cast, the measure is adopted.

**Rule 28. Quorum.** A majority of the board membership shall constitute a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by majority vote of the remaining members, he or she shall be counted as present for the purposes of determining whether a quorum is present. The board may compel the attendance of an absent member by ordering the sheriff to take the member into custody.

**Rule 29. Votes on Amendments to Zoning Ordinances.** The board may at its option make a decision on amendments to Union County Land Use Ordinance in the meeting at which the public hearing is held if there were no opposition voiced to the petitions or shall make its decision at the next regularly scheduled meeting of the board.

**Rule 30. Quorum at Public Hearings.** A quorum of the board must be present at all public hearings required by law.

**Rule 31. Minutes.** Minutes shall be kept of all board meetings, with the exception of work sessions unless specifically requested by the board. Minutes of closed sessions shall be sealed by the Clerk, and shall not be open to the public until opened by order of the board. All other minutes of the board, once approved by the board shall be made available to the public for their inspection during normal business hours.

**Rule 32. Appointments.** The board shall use the following procedure to make appointments to fill vacancies in the board itself or in other boards and public offices over which the board has power of appointment.

Upon receipt of notification that the board has vacancies to fill, the Clerk shall make reasonable efforts to notify the public of the vacancies to be filled. The notification to the public may include any of the following: (1) the posting of a public notice of the vacancies to be filled by the board on the main bulletin board of the Union County ~~Courthouse~~ Government Center; (2) the publication of a notice to be published once in a newspaper of general circulation in Union County, said publication to take place not less than seven (7) days, nor more than thirty (30) days prior to the date of the meeting at which the board will consider filling the vacancy (3) the running of a notice on local cable television; (4) such other reasonable notification designed to notify the public that the board is considering the filling of a vacancy. The notice shall advise the public of the nature of the vacancies to be filled by the board at a particular meeting, and shall invite members of the public to submit applications for the vacancies. The applications shall be made available by the Clerk, and shall be in such form as has been approved by the board.

The chair shall open the floor to nominations, whereupon the members shall put forward and debate names of possible appointees. After the debate, the chair shall call the names of each nominee, in the order of their nomination, and each member of the board shall vote. The first nominee to receive a majority of the votes of the members of the board present shall be appointed. In the event that there shall be more than one position open for appointment on a given board, then the chair shall continue to call the names of the nominees, in the order of their nomination, until all positions are filled.

**Rule 33. Reference to *Robert's Rules of Order*.** To the extent not provided for in, and not conflicting with the spirit of, these rules, the chair shall refer first to "Suggested Rules of Procedure for the Board of County Commissioners" and ~~RRO~~ Robert's Rules of Order to resolve procedural questions.

AGENDA ITEM  
# 4/10  
MEETING DATE 1-19-10

MOTOR VEHICLE TAX REFUNDS  
for DECEMBER 2009

Approval of Board of County Commissioners not required:

|                                                    |          |
|----------------------------------------------------|----------|
| Collector Refunds for DECEMBER 2009                | 1,665.03 |
| (adjustment to DECEMBER collector refund register) | (318.45) |

To be approved by Board of County Commissioners on 1-19-10  
(to be submitted by Assessor's Office)

|                                                    |            |
|----------------------------------------------------|------------|
| Assessor Refunds for DECEMBER 2009                 | 2,246.34   |
| (adjustment to December assessor release register) | (1,344.91) |

Approval requested for overpayments:

|                                |                 |
|--------------------------------|-----------------|
| Overpayments for DECEMBER 2009 | <u>4,226.89</u> |
|--------------------------------|-----------------|

|                                        |                        |
|----------------------------------------|------------------------|
| Total to be refunded for DECEMBER 2009 | <u><u>6,474.90</u></u> |
|----------------------------------------|------------------------|

1-5-2010  
Debbie Cox



## OFFICE OF THE COMMISSIONERS AND MANAGER

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

January 19, 2010

AGENDA ITEM  
# 411  
MEETING DATE 1/19/10

Mr. Ronald D. Anzalone, Director  
Office of Preservation Initiatives  
Advisory Council on Historic Preservation  
1100 Pennsylvania Avenue NW  
Suite 803  
Washington, DC 20004

Dear Mr. Anzalone:

This letter is in support of the Town of Waxhaw's application for designation as a Preserve American community. Waxhaw, NC is a 120 year old community with a population of approximately 7,500 people. The town's long, rich history and historic downtown core provide the backdrop of ideal living for a growing population who are eager to get away from the bustling Charlotte metropolitan region. The long disputed birthplace of President Andrew Jackson, Waxhaw has made huge strides over the last several years to ensure that its history and culture are preserved while the rest of its community continues to grow. Waxhaw has recently established the Waxhaw Historic Preservation Commission to add extra protection for its historic properties.

The Union County Board of Commissioners would like you to strongly consider designating Waxhaw, NC as a Preserve America community. Waxhaw is constantly striving to showcase its culture and heritage while continuing to grow and prosper. The Preserve America designation would be an excellent example of the hard work this community has done to carry its rich history into the 21<sup>st</sup> century.

Sincerely,

Kim Rogers  
Chairwoman