

AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, March 15, 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

Closed Session - 6:00 p.m.

1. **Opening of Meeting**
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Featured Community Benefit Organization: **Union County Chapter of the American Red Cross** (*Estimated Time: 5 Minutes)
 - d. Employee Service Award Recognitions (*Estimated Time: 10 Minutes)
 - e. Communications Staff Recognition of National Accreditation in Emergency Medical Dispatch and Emergency Fire Dispatch (*Estimated Time: 10 Minutes)
 - f. Earth Day Logo Contest Winners Recognition (*Estimated Time: 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
5. **Public Information Officer's Comments** (*Estimated Time: 5 Minutes)

Old Business:

6. **Recommendation for Agenda Software** (*Estimated Time: 20 Minutes)
ACTION REQUESTED: 1) Direct Clerk to prepare action-oriented minutes; 2) Direct staff to record and provide audio recordings of Board's work sessions on Internet via the minute index feature; 3) Adopt Budget Ordinance # 41; 4) Authorize the manager to approve license and software maintenance agreements with Sire Technologies pending legal review, and 5) Authorize manager to approve purchase of additional equipment, as necessary, to accommodate the Sire Technologies' Agenda and Meeting Management System, including but not limited to hardware, software and licenses

7. **Public Works Department - Task Orders** (*Estimated Time: 20 Minutes)
 - a. Task Order #6 with Black & Veatch for the Comprehensive Water and Wastewater Master Plan
ACTION REQUESTED: Authorize the Manager to approve Task Order #6 with Black and Veatch subject to legal review
 - b. Task Order #50 with HDR Engineering in Connection with the Eastern Union County Water Supply Project
ACTION REQUESTED: Authorize the Manager to approve Task Order #50 with HDR subject to legal review

New Business:

8. **Community Proclamation of American Red Cross Month** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Adoption of Proclamation
9. **Local Area Regional Transportation Plan (LARTP)** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Receive as information
10. **Urban Forester Funding Formula** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Direct staff to draft an interlocal agreement for distribution to municipalities based upon the suggested approach outlined. Authorize the County Manager to approve interlocal agreements subject to legal review
11. **Financial Policies** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Adopt Revised Financial Policies
12. **Discussion Regarding Communication** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Discuss communications
13. **Consideration of Resolution to the North Carolina Turnpike Authority** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Discuss and consider adopting resolution in support of naming Hwy 74 Monroe Bypass "Union County Parkway"
14. **Announcement of Vacancies on Boards and Committees** (*Estimated Time: 10 Minutes)
 - a. Adult Care Home Advisory Committee (at least 4 Vacancies)
 - b. Nursing Home Advisory Committee (at least 3 Vacancies)
 - c. Juvenile Crime Prevention Council:
 1. Substance Abuse Professional
 - d. Union County Industrial Facilities and Pollution Control Financing Authority (2 Vacancies for unexpired terms and 3 vacancies for terms expiring May 2010)
 - e. Parks and Recreation Advisory Committee (one vacancy for a member with a physical disability)
 - g. Union County Home and Community Care Block Grant Advisory Committee (at least 2 vacancies for unexpired terms)**ACTION REQUESTED:** Announce vacancies

15. **Appointments to Boards and Committees** (*Estimated Time: 10 Minutes)
ACTION REQUESTED:
- a. Nursing Home Advisory Committee (One Vacancy)
 - b. Fire Commission (Two Vacancies)
 - c. Parks and Recreation Advisory Committee (Two Vacancies which includes member with a physical disability)
 - d. Health Board (Two Vacancies for Citizen Representatives)
 - e. Planning Board (Two Vacancies for Regular Members and One Vacancy for Alternate Member as of April 20, 2010)
 - f. Adult Care Home Community Advisory Committee (Two Vacancies)
 - g. Home and Community Care Block Grant Advisory Committee (Three Vacancies for Unexpired Terms)
 - h. Juvenile Crime Prevention County (One Vacancy for Substance Abuse Professional and one vacancy for Commissioner Appointee)
 - i. Criminal Justice Partnership (One Member at Large)
 - j. Board of Adjustment (One Vacancy for a Regular Member and One Vacancy for an Alternate Member)
- ACTION REQUESTED:** Consider appointments
16. **County Manager's Comments**
17. **Commissioners' Comments**

CONSENT AGENDA
March 15, 2010

1. **Minutes**
ACTION REQUESTED: Approval of minutes

2. **Tax Administrator**
 - a. Ninth Motor Vehicle Billing in the Grand Total of \$849,865.94
 - b. Eighth Motor Vehicle Refund Register for the Period of February 1, 2010 - February 15, 2010 in the Net Grand Total of \$1,611.59-
 - c. Eighth Motor Vehicle Release Register for the Period of February 1, 2010 - February 15, 2010 in the Net Grand Total of \$5,013.12-
 - d. Releases for February 2010 in the Grand Total of \$68,173.84**ACTION REQUESTED:** Approve items a-d, above

3. **Contracts/Purchase Orders Over \$20,000**
 - a. Risk Management: Broker of Record Letters and Agreement with Wells Fargo Insurance Services for Property and Casualty Insurance Consulting Services
 - b. Health Department: Consolidated Agreement between the State of North Carolina and the Union County Health Department for FY 2010/2011
 - c. Public Works: Amendment to Agreement with US Tire Recycling
 - d. Interlocal Agreement with Participating Municipalities for Carolina Threadtrail Planning Grant**ACTION REQUESTED:** Authorize Manager to approve Items a-d above, pending legal review

4. **Motor Vehicle Tax Refunds for February 2010 in the Amount of \$8,642.97**
ACTION REQUESTED: Approval

5. **February 2010 Budget Transfers Report**
ACTION REQUESTED: Approval

6. **Extension of Term of Member on the Union County Home and Community Care Block Grant Advisory Committee**
ACTION REQUESTED: Approval to extend the term of Beatrice Colson on this committee to expire December 2011 instead of May 2011

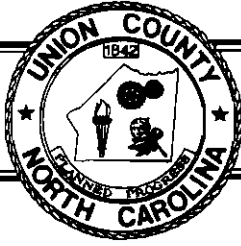
7. **Medicaid Rates and Health Department Fee Schedule**
ACTION REQUESTED: Adopt Medicaid Rates and approve the Health Department's Fee Schedule (All fees have been approved by the Board of Health)

8. **Wingate and Marshville Agreements Revised Timeline**
ACTION REQUESTED: Accept timeline and direct staff to work with Chair to develop letters to Marshville and Wingate

9. **Amendments to Bylaws of Library Board of Trustees**
ACTION REQUESTED: Refer Bylaws to Library Board of Trustees for further consideration to include suggestions of the Chair
10. **2010 Board of Equalization and Review Chairmanship**
ACTION REQUESTED: Consider appointment of Dutch Hardison as the 2010 Board of Equalization and Review Chairman
11. **Fiscal Year 2010-2011 Grant Application for the Criminal Justice Partnership Program**
ACTION REQUESTED: Authorize staff to sign and submit the Criminal Justice Partnership Program application for Continuation of Implementation funding

INFORMATION ONLY - NO ACTION REQUIRED
March 15, 2010

1. **Union County Personnel Department's Monthly Report for February 2010**
2. **Union County Department of Inspections' Monthly Report for February 2010**
3. **Update from Communications Regarding Implementation of Radio System**



OFFICE OF THE COMMISSIONERS AND MANAGER

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a special meeting on Monday, March 15, 2010, at 6:00 p.m. in the Conference Room, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, for the purpose of going into closed session to: 1) consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3); and 2) discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations in accordance with G.S. § 143-318.11(a)(4).

Kim Rogers, Chairwoman

Union County Board of Commissioners



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Kim Rogers, Chairwoman
Union County Board of Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 15 March, 2010

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

SUBJECT: Presentation by the Union County Chapter of the American Red Cross

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

ATTACHMENT(S):
none

INFORMATION CONTACT:
Matthew Delk, Assistant Manager
Brett Vines, Public Information
Officer

TELEPHONE NUMBERS:
(Delk) 704-283-3656
(Vines) 704-283- 3546

DEPARTMENT'S RECOMMENDED ACTION: Receive presentation from Kathy Bragg, Executive Director of the Union County Chapter of the American Red Cross about the organization's work in emergency preparedness and response.

BACKGROUND: The American Red Cross is a non-profit humanitarian organization that helps citizens and governments prevent, prepare for, and respond to emergencies. The local chapter covers Union and Anson Counties, and provides services in four main areas.

First, the local chapter offers Preparedness Training classes each month on topics such as first aid, CPR, babysitting, Automated External Defibrillation (AED). Many classes are held at the Monroe and Stallings offices, and instructors go to schools, churches and offices to teach groups.

Second, the local chapter provides Disaster Services such as providing food, water, clothing and shelter to disaster victims and emergency workers. These services are provided whether they are needed for small situations, such as a single house fire, and for large situations, such communitywide disasters. Red Cross staff and volunteers respond 24 hours a day to provide these services.

Third, the local chapter provides Blood Services, and assists with approximately 150 blood drives each year. Last year 5,807 units were collected in the local chapter service area.

Fourth, the local chapter also coordinates all Armed Forces Emergency Services in Union and Anson counties. AFES is an emergency communications and support link between military personnel and military families. The local chapter provides this service 24 hours a day by relaying medical emergency, birth and death messages, and by providing support for military family emergencies in times of crisis.

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: 3/15/2010

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 March 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 March 2010

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

5 YEARS OF SERVICE

SOMMER REDFEARN
ELAINA WOLFE
SHARON BOYETTE
GREGORY FULTZ
DEBORAH PATTERSON
KAREN PARKER

DEPARTMENT

HEALTH
LIBRARY
SOCIAL SERVICES
SOCIAL SERVICES
SOCIAL SERVICES
TAX COLLECTIONS

10 YEARS OF SERVICE

BILL WHITLEY
SHARON GUILLEN
CLAUDIA LOVE
MARILYN VAUGHN
JOYCE COOK

DEPARTMENT

PARKS AND RECREATION
PUBLIC WORKS
SOCIAL SERVICES
SOCIAL SERVICES
TAX ASSESSOR

20 YEARS OF SERVICE

DAVID WOMACK
STEWART MARSH

DEPARTMENT

ENVIRONMENTAL HEALTH
SHERIFF'S OFFICE

25 YEARS OF SERVICE

VERNON BURNS
PATRICIA CHAMBERS

DEPARTMENT

SHERIFF'S OFFICE
SOCIAL SERVICES

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 15, 2010

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

SUBJECT: Emergency Communication staff accomplishment of National Accreditation

DEPARTMENT: Emergency Communications

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:
Dawn Hinkel

TELEPHONE NUMBERS:

704-283-3550

704-507-0078

704-681-2746

DEPARTMENT'S RECOMMENDED ACTION: Request that the BOCC read the below to recognize Emergency Communications staff for their accomplishment in receiving these accreditations.

BACKGROUND: On January 4, 2010 the National Academies of Emergency Dispatch formally awarded Accreditation as an Emergency Medical Dispatch Center of Excellence to the Union County Emergency Communications Center. The Union County Emergency Communications Center is the 132nd center in the world to be awarded this highest distinction for their comprehensive implementation and compliance with Medical Priority Dispatch System (MPDS) and associated "20 Points of Excellence". (present EMD award to employees present)

On February 1, 2010 the National Academies of Emergency Dispatch formally awarded Accreditation as an Emergency Fire Dispatch Center of Excellence to Union County Emergency Communications Center. The Union County Emergency Communications Center is the 13th Emergency Fire Dispatch Center in the world to be awarded this highest distinction for their comprehensive implementation and compliance with the Fire Priority Dispatch System (FPDS) and associated "20 Points of Excellence". (present EFD award to employees present)

Our Center is the eleventh in the world to receive accreditation in both Emergency Medical Dispatch and Emergency Fire Dispatch in the world.

The following employees made this accomplishment possible: Cynthia Beaver, Barbara Broome, Christy Burnette, Tanya Burrus, Cheri Conley, Christy Cook, Sharon Crook, Lara

Crumpton, Lissell Currie, Mitch Deese, Gary DeSantis, Diana Dodson, Susan Furr, Ritche Genabe, Bethany Greene, Amanda Helms, Erin Isitmen, Kimberly Ladson, Stacey Lisenby, Sandy Marsh, Stephanie Martone, Melvin Mattocks, Dan McCall, Michelle McCarver, Eric McManus, Jay Murray, Sherri Pressley, Kristen Ray, Scott Raymond, Dorothy Sherrin, Gary Silsby, Amanda Smith, Jill Therrien, Cecily Trull, Rick Underwood, Robin Waldron and Keri Wilson

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 15, 2010

Action Agenda Item No. 6

(Central Admin. use only)

SUBJECT: Recommendation on Agenda and Meeting Management System

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

ATTACHMENT(S):

RFP Tabulations
License Agreement
Software Maintenance Agreement
Web Site Address Currently using Sire
Technologies' System
Sample of Concise Minutes

INFORMATION CONTACT:

Winona Harlow
Carl Lucas
Barry Wyatt
Al Greene
Kai Nelson
Jeff Crook

TELEPHONE NUMBERS:

704-292-2526

DEPARTMENT'S RECOMMENDED ACTION:

1. Direct Clerk to prepare action-oriented minutes
2. Direct staff to record and provide audio recordings of Board's work sessions on Internet via the minute index feature.
3. Adopt Budget Ordinance Amendment #41
4. Authorize manager to approve license and software maintenance agreements with Sire Technologies pending legal review
5. Authorize manager to approve purchase of additional equipment, as necessary, to accommodate the Sire Technologies' Agenda and Meeting Management System, including but not limited to hardware, software and licenses.

BACKGROUND:

There have been several discussions in the past with the Board of Commissioners regarding the need for a software program that would not only improve the efficiency of the agenda process but would also

assist in streamlining the minutes preparation and enhance the quality of the end product to our citizens. Staff has worked diligently on this project with the goal of bringing a recommendation to the Board for the best possible product for the County.

After a number of discussions among the staff involved in this project, it was believed that the best product would be from one vendor that could provide all components for the agenda to minutes process and, based upon this goal, Requests for Proposals were sought in December 2009 and five responses were received in January 2010.

A number of County staff was asked to help with this project in order to utilize as many different areas of expertise as possible. Those involved included Winona Harlow, Web Page Manager as the lead person; Carl Lucas, Information Systems Director; Jeff Crook; Kai Nelson; Barry Wyatt; Lynn West. The Manager also participated in a number of the meetings and software demonstrations.

After having seen several software demonstrations and visiting websites of other governmental bodies where the products are being used, the staff is recommending that the County purchase the product offered by SIRE Technology. Sire was determined to provide the most comprehensive package.

The following is a comparison of the current agenda process and minutes preparation with the improvements that the software could make:

Streamline Agenda Process

Presently the Agenda is compiled manually. The issues are:

- Items for the agenda come to the clerk in various formats - hard copy, fax, or electronically. The clerk is responsible for organizing and scanning each page of the agenda to an electronic format.
- Items come to the clerk in various stages. She routinely receives an initial draft and subsequently gets revised editions of the same item. She must then keep track of which is actually the final version to be added to the agenda.
- Most items need to be routed to different departments for review such, as the Finance Department, Legal and/or Personnel. They may also have to be routed back to the initiator of the item for further information.

The Sire software will streamline this process by allowing for the following features:

- Items will be uploaded to the system in electronic format by the initiator. The system will compile the documents into an agenda.
- Items uploaded by the initiator will be automatically marked as to which version they are (first, second, third, etc). There will be no question as to which version is the latest one.
- Items can be put into a workflow for routing. Each recipient in the workflow will be notified by email when an item is routed to them. The system provides for ad hoc routing.

Incorporate and streamline minutes

Presently minutes are done near verbatim and they stand alone. The issues are:

- Minutes take time to complete and post to the web.
- Minutes are not integrated with the video of the meetings.

Sire will streamline this process as follows:

- Minutes will have automated features such as roll call, motions and votes which can be recorded with the click of a button.

- Minutes will be incorporated and indexed to the meeting videos allowing viewers to click on an agenda item to go right to the video portion of that agenda item.

Incorporate, index, and improve quality of video

Presently the meeting videos on our website are compressed from original files and stand alone. The issues are:

- Videos must be compressed to reduce the size from the TV16 video format because we do not have the bandwidth to provide streaming for large files. This causes poor quality meeting videos for our website.
- Videos are not incorporated into and indexed with the minutes.

The Sire software will improve the quality and the ease of viewing videos on the website as follows:

- Videos will be streamed straight from the hardware that now tapes the TV16 meeting videos. Sire will host the video on their servers which will allow for larger and better quality videos.
- Videos will be incorporated and indexed with the minutes. The minutes will be indexed at each item so that when viewing the minutes the user can click on the item and go right to the video portion of that agenda item.

Staff recognizes and understands that any time new software is implemented, there is always a learning process for all users of the product. Currently the time required for preparing agendas and preparing the minutes is exhaustive. The methods by which the agenda items currently are sent to the Clerk's Office are varied and require a lot of time to sort the information and to make sure that the latest versions of all items are the ones that are included in the agenda package. As shown in the comparison above, the SIRE Technology software would reduce the amount of time required to prepare agendas; for example, all agenda items will be required to be uploaded onto the software in order to be placed on an agenda. The software will automatically number the items and collate the package to be printed as a whole document rather than as individual items. However, the software provides for an override to the system to allow flexibility in arrangement of items if required.

The agenda process is time consuming for all involved. The Manager, Clerk, Finance Director, and Senior Staff Attorney have many hours involved in preparation of the agenda in order that the Board has the most accurate and detailed information on which to base its decisions. Much of this work is done after the work day has ended and on weekends. This new software will greatly assist in streamlining the agenda preparation.

Currently the Board's minutes are very detailed and some sets require 40+ hours to prepare and consist of as many as 90+ pages. Minutes containing such great detail are not conducive to readily accessing Board action. On several occasions when discussing the software, there has been some indication by the Board that if videos of the meetings were available on line where citizens could directly access the individual agenda items without having to view the entire meeting or extended portions of the meetings, the Board would be amenable to having minutes that are more action oriented rather than near verbatim minutes. This is one of the principal advantages of the proposed software, because anyone wishing to review a specific portion of the meeting along with the minutes could access any item of interest without viewing extended portions of the meetings.

Sire provides for member tracking, terms, and availability for appointments to county boards and committees to which our board makes appointments.

Another requirement that staff believed was very important in any agenda software program would be user friendliness. In reviewing websites using SIRE Technology, it was agreed that the software would be user friendly to the users including the public.

If the Board agrees with staff's recommendation to implement the software program, staff would also recommend that the Board consider several policy issues.

First, the Board will need to consider directing the Clerk to prepare minutes that are action orientated which would meet the requirements of the statutes for Board minutes.

The program could be expanded to include Board work sessions if the Board should want to do so. Therefore, a second policy decision would be whether or not to provide audio or video on the website of the Board work sessions. Currently minutes of the Board's work sessions also contain a great deal of discussion. If the Board does not want to put audio or video of the work sessions on the website, the recommended software would only be applicable to the regular meetings. This would require the purchase and installation of some additional technology improvements in the Personnel Training Room and the First Floor Conference Room.

FINANCIAL IMPACT: The fiscal year 2010 budget contains \$33,000 for an agenda management software system. The project scope expanded to include minutes and video/audio software to record the Commission's meetings.

Cost elements associated with the SIRE Technology solution are as follows:

- \$71,534 SIRE Technologies (including 1st year maintenance)
- \$73,142 Union County hardware, licenses and software to support SIRE solution
- \$10,000 Retrofitting Board Conference and Personnel Training rooms for audio
- \$154,676 Total Cost
- (\$33,000) Funds contained in original budget
- \$121,676 Additional funds required

Recurring maintenance costs after first year are estimated at \$11,000 annually.

Funds are available in the debt service account which have accumulated due to historic low interest rates associated with the County's variable rate debt. Budget ordinance amendment #41 provides for the transfer of the funds to the appropriate accounts.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

BUDGET AMENDMENT

BUDGET Central Administration REQUESTED BY Kai Nelson
 FISCAL YEAR FY2010 DATE March 15, 2010

INCREASE

DECREASE

<u>Description</u>		<u>Description</u>	
Capital Expenditures	121,676	Debt Service	121,676

Explanation: Appropriate funds for the Sire Technology agenda, minutes and audio/video system.

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

FOR POSTING PURPOSES ONLY

<u>DEBIT</u>			<u>CREDIT</u>		
<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	
10540500-5510	Equipment	154,676	10559209-5711	Debt Service	121,676
			10540500-5265	Computer Equipment	33,000

Total 154,676 Total 154,676

Prepared By aar
 Posted By _____
 Date _____

Five Year Cost Comparison

Company	Sire	Novusolutions	OnBase	MCCI	Provox
Total Costs First Year	\$ 71,534	\$ 47,500	\$ 69,133	\$ 45,075	\$ 47,712
Yearly Maint x 4	\$ 23,196	\$ 15,200	\$ 49,776	\$ 79,028	\$ 49,248
Yearly Video Hosting x 4	\$ 19,200	\$ 52,560	N/A	N/A	\$ 38,160
Total Costs for 5 years	\$ 113,930	\$ 115,260	\$ 118,909	\$ 124,103	\$ 135,120

Company	Total First Year Costs	Yearly Maintenance	Yearly AV Streaming
Sire	\$ 71,534.00	\$ 5,799.00	\$ 4,800.00
Novusolutions	\$ 47,500.00	\$ 3,800.00	\$ 13,140.00
OnBase	\$ 69,133.00	\$ 12,444.00	N/A
MCCI	\$ 45,075.00	\$ 19,757.00	N/A
Provox	\$ 47,712.00	\$ 12,312.00	\$ 9,540.00

They have the lowest cost over five years. And theirs is the most comprehensive and turn-key system.

They contract with a third party vendor for audio/video.

They do not have video incorporated into their agenda system.

They do not have video incorporated into their agenda system.

They contract with a third party vendor for audio/video.

HARDWARE/SOFTWARE

AV Server	\$ 4,609.00
6 Windows Server Standard	\$ 3,514.00
3 Single Proc SQL	\$ 13,896.00
Visio Standard	\$ 171.00
Storage	\$ 49,952.00
Clark Powell	\$1,000
TOTAL	\$ 73,142.00

On state contract.

On state contract.

On state contract.

On state contract.

Sole source. We will be adding disks to existing storage, therefore we must purchase the existing storage company's disks.

Estimate. Services by Clark Powell to make video connection to their hardware.

SOFTWARE LICENSE AGREEMENT

This Agreement, effective as of this _____ day of _____, 2010, between SIRE Technologies, (hereinafter referred to as "Licensor") and _____ (hereinafter referred to as "Licensee").

RECITALS

WHEREAS, Licensor has prepared and will prepare certain computer software programs, and holds proprietary rights in certain computer software programs; and **WHEREAS**, Licensee is desirous of using said computer software programs, subject to the restrictions and limitations set forth herein, **NOW, THEREFORE**, in consideration of the covenants and conditions set forth below, the parties hereto agree as follows:

1) GRANT OF LICENSE

- a) Licensor, and/or third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Software Product
- b) Licensor grants to Licensee a non-exclusive, non-transferable license to use each Software Product(s), or portions thereof, in Object Code form only, on the Designated Server. Nothing in this Agreement is intended to transfer to Licensee any rights in said Software Product, except for the right to use as set forth herein

2) CONSIDERATION - As consideration for the license of the Software Product, Licensee shall pay Licensor a stated License Fee.

3) TERM OF AGREEMENT - The term of this Agreement shall commence upon the execution of this Agreement and shall terminate upon the Licensor's prior written notice, or default by licensor or Licensee as may be set forth in other provisions of this Agreement. Upon termination, Licensee shall immediately return the Software Product and all copies thereof to Licensor, and within five (5) days of termination, Licensee shall deliver a written certification to Licensor certifying that it no longer has custody of any copies of the Software Product. In no event shall any action or inaction by Licensor or Licensee constitute a waiver of any rights or remedies provided by law.

4) TITLE - The original and any copies of the Software Product, in whole or part, including Licensor-supplies translations, compilations, partial copies, modifications and updates, are the property of Licensor (or with regard to third party software, the property of the third party).

5) DEFAULT - In the event that Licensee or Licensor fails to observe or perform any provisions of this Agreement, and if such default is not cured within thirty (30) days after Licensee of Licensor gives the other party written notice thereof, the party not in default may terminate this Agreement upon written notification to the defaulting party. In no event shall an action or inaction by Licensor or Licensee constitute a waiver of any rights or remedies provided by law.

6) COPYING THE SOFTWARE - Licensee may make copies of the Software Product in Object Code form only solely for use by Licensee for backup or archival purposes or for placing the Software Product in a form for execution on the Designated Server. Licensee agrees to maintain records of each copy of the Software Product, and upon request, such record will be provided to Licensor. All copies, or portions thereof, must bear any proprietary notice which may appear on the Software Product copy furnished by Licensor under this Agreement.

7) COPYRIGHT/TRADE SECRET PROTECTION - Licensee agrees to place a copyright/trade secret notice in a form specified by Licensor on all copies of the Software Product which have been reproduced by Licensee.

8) SECURITY - Except as may be provided otherwise in this Agreement, Licensee shall not, without the express written consent of Licensor, provide, disclose, or otherwise make available the Software Product, or copies thereof, to any third party. Licensee shall take appropriate action by instruction, agreement, or otherwise with those of its employees and third party agents having access to the Software Product to restrict and control the use, copying, modification, disclosure, transfer, protection, and security of such Software Product in accordance with the provisions of this Agreement.

9) CONFIDENTIALITY - Licensee shall keep the Software Product confidential within its own organization. The confidentiality provisions of this Agreement shall continue in effect between the parties regardless of whether or not licensee has returned the Software Product to Licensor. Provided, however, that Licensee's obligations hereunder shall not apply to any Software Product if:

- a) Such Software Product is already in or falls into the public domain through no act or omission on the part of the Licensee, its Directors, Officers, Employees, or Agents, or
- b) Such Software Product shall have been published or hereafter otherwise made available to the public generally by Licensor, or
- c) Licensee obtains such Software Product from a third party in a manner which does not violate any obligations to Licensor.

10) PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT - Licensor shall defend, at its expense, and claim or suit brought against Licensee alleging that the Software Product furnished hereunder infringes a United States Patent, Copyright or Trade Secret, and shall pay all damages and attorney fees finally awarded, provided that Licensor is given prompt written notice of such claim, sole authority to defend or settle the claim, and full cooperation by Licensee. In the defense or settlement of the claim, Licensor may obtain for Licensee, at Licensor's expense, the right to continue using the Software, Product, replace or modify the Software Product so that it becomes non-infringing, or if such remedies are not reasonably available, accept return of the Software Product for a refund on a three-year amortized schedule, providing return of two thirds (2/3) of the license Fee during the first year, and one third (1/3) of the License Fee during the second year, with no monies being returned during the third year. Licensor shall not have any liability if the alleged infringement is based upon the modification of the Software Product or the use or sale of the Software Product in combination with other software of devices where infringement would not have occurred from the normal use of the Software Product.

11) WARRANTY - Licensor warrants that the Software Product delivered pursuant to this Agreement shall conform to Licensor's written specifications. Licensor's obligations under this warranty are limited to making the revisions or replacements in a reasonable period of time to correct deficiencies identified in writing by Licensee within ninety days from the effective date of this Agreement.

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, LICENSOR GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE PRODUCT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SIRE TECHNOLOGIES OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR

LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THIS SIRE TECHNOLOGIES PRODUCT, EVEN IF SIRE TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU

- 12) **RESTRICTIONS ON USE** - Licensee may utilize the Software Product to perform its own work and work of its customers. However, Licensee is not granted the right to utilize the Software Product in the capacity of a service bureau. Licensee agrees not to reverse engineer, decompile or otherwise attempt to derive source code from the Software Product.
- 13) **MODIFICATIONS** - Licensee shall have the right to modify the Software Product, Ownership of such modifications shall vest in Licensee, provided nothing in such modifications incorporates the Licensor's Software Product which shall be subject to all other terms of this Agreement. Licensee will not claim as its property a re-implementation of Licensor's Software Product
- 14) **SEVERABILITY** - In the event any term, condition or provision of this Agreement is determined to be void, invalid, illegal or unenforceable, it shall, only to that extent, be deemed stricken. However, all other provisions shall remain and constitute the Agreement between the parties.
- 15) **ASSIGNMENT** - Except as set forth hereinafter, this Agreement may not be assigned, sublicensed, or otherwise transferred without the prior written consent of Licensor, which consent shall not be unreasonably withheld. This Agreement shall be binding upon any assignee of Licensee.
- 16) **LIMITATION OF REMEDY** - Licensee agrees that the Licensor's sole liability in contract, tort or otherwise arising out of or in any way connected with each software Product hereunder for damages shall not exceed the License fee paid by Licensee for the particular software Product. In no event shall either party be liable to the other for any indirect or consequential damages
- 17) **CHOICE OF LAW/CHOICE OF FORUM** - Both parties hereby agree that, irrespective of the place of making or place of performance of this Agreement, this Agreement shall be exclusively governed and interpreted according to Utah Law, both Statutory and Decisional, and further, no action, suit, or proceeding shall be commenced, maintained, or prosecuted other than in Utah in a court of competent jurisdiction.
- 18) **EXPORT RESTRICTIONS** - Licensee agrees not to transmit the Software Product outside the country of purchase without the prior written approval of Licensor. This Agreement is subject to any laws, regulations, and orders. Or other restrictions on the export of the Software from the United States or agencies thereof (including the United States Department of Commerce)
- 19) **NOTICES** All written notices to be given hereunder whether pursuant to this Agreement or a provision of law, shall be either delivered in person, by prepaid telegraphic means, or by the United States mail, postage prepaid. Notices shall be addressed as follows:

TO LICENSOR: SIRE Technologies
 2211 West 2300 South
 West Valley City, Utah 84119

ATTENTION: Mike Painter

TO LICENSEE:

ATTENTION:

or, at such other place as may be designated from time to time in writing

- 20) **GENERAL**
 - a) Licensee and Licensor agree to take reasonable steps to comply with all applicable Local, State and Federal laws and Executive Orders and regulations issued pursuant to thereto.
 - b) This agreement must not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written Amendment signed by the parties hereto.
 - c) Licensor shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to acts of God or strikes.
 - d) No waiver of any rights caused by breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing.

Licensee and Licensor acknowledge that they have read the terms and conditions of this Agreement they understand all such terms and conditions and that they agree to be bound thereby.

LICENSEE:

By: _____
 (Authorized Signature)

Name: _____
 (Please Print)

Title: _____

Date: _____

LICENSOR:

By: _____
 (Authorized Signature)

Name: _____
 (Please Print)

Title: _____

Date: _____

**SIRE TECHNOLOGIES
MAINTENANCE AGREEMENT**
2211 West 2300 South
West Valley City, UT 84119

This Maintenance Agreement is made by and between SIRE TECHNOLOGIES and:

CUSTOMER AND PRINCIPAL ADDRESS

hereafter referred to as "Customer". Under this Agreement, SIRE TECHNOLOGIES shall maintain the following Product, at the rates shown:

ANNUAL MAINTENANCE CHARGES

and on any attached schedule(s), hereafter called "the Product" according to the maintenance services set forth in the following "Terms and Conditions"

* Product - is defined as equipment and/or software as applicable

TERMS AND CONDITIONS

TERM. The initial term of this Agreement is for a period of 1 year and 120 days from the effective date of _____. Upon expiration of the initial term of the Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of 5 year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

CHARGES. The charges for the maintenance described hereunder, are the total of the charges listed above. SIRE TECHNOLOGIES shall invoice the Customer sixty days prior to anniversary date, and the Customer shall pay the aggregate to SIRE TECHNOLOGIES within ten (45) days of the date of each invoice. SIRE TECHNOLOGIES has the right to increase maintenance charges at each anniversary or the effective date, by an amount not exceeding 5 percent of the total maintenance agreement. Written notice of such increase shall be given to the customer not less than thirty (30) days before the anniversary of the effective date. In addition, the Customer shall pay all federal, state, or local taxes on the services rendered or parts supplied.

SERVICE HOURS. When software is covered by this agreement, the maintenance agreement provides for unlimited telephone software support. If the customer requests on site support the customer will be billed at SIRE TECHNOLOGIES established service rates plus expenses. SIRE TECHNOLOGIES shall provide maintenance service as expeditiously as possible after notice from the Customer that the Product is inoperable. Service may be obtained during maintenance center office hours which are 6:00 AM to 6:00 PM daily (Mountain Standard Time), Monday through Friday, excluding public holidays. Service at times other than during maintenance center hours, shall be furnished upon the Customers request and at SIRE TECHNOLOGIES' established charges for labor and travel in effect at the time such service is performed.

RIGHT TO SUBCONTRACT. SIRE TECHNOLOGIES shall have the right to subcontract maintenance services to any qualified agent.

SERVICE NOTIFICATION. The Customer shall notify SIRE TECHNOLOGIES of suspected Product malfunction, by calling SIRE TECHNOLOGIES service and identifying the problem and symptoms. Notification may be made to SIRE TECHNOLOGIES via telephone, or email

RISK OF LOSS. This Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of SIRE TECHNOLOGIES, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product. With respect to any loss or damage, SIRE TECHNOLOGIES shall submit to the Customer a description of the work to be done and request the Customer's consent to restore the Product to normal operating condition at SIRE TECHNOLOGIES' rates. If the Customer does not agree to restore Product to normal operating condition, SIRE TECHNOLOGIES shall have the right to terminate its obligations under this Agreement.

PERFORMANCE. SIRE TECHNOLOGIES shall exercise its best efforts in performing services covered under this Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation, or other causes beyond its control, or for any consequential damage whatsoever

LIABILITY. SIRE TECHNOLOGIES shall not be responsible, nor incur liability of any kind, nature or description to the Customer, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

SIRE TECHNOLOGIES'S LIABILITY. SIRE TECHNOLOGIES shall procure and maintain in full force and effect at all times during the performance of on-site maintenance under this Agreement, Workmen's Compensation Insurance. SIRE TECHNOLOGIES personnel shall comply with, all reasonable rules and regulations in effect at the Customer site.

DEFAULT. In the event of payment default by the Customer, SIRE TECHNOLOGIES shall be entitled to collect interest and collection costs, including court costs and reasonable attorney's fees. In the event of default by the Customer in any term or condition herein, SIRE TECHNOLOGIES may, at its option, refuse service or terminate its obligations under this Agreement

NOTIFICATION. Any notice required herein shall be in writing and shall be deemed given if mailed or delivered to the other party at its last known mailing address.

WAIVER. This instrument contains the entire Agreement of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

TAX The customer is responsible for any and all tax.

TYPES OF SUPPORT. Technical support includes telephone and email when the customer has problems or questions.

SOFTWARE SUPPORT. The customer will supply the conditions and data which caused the malfunction and help reproduce the failure.

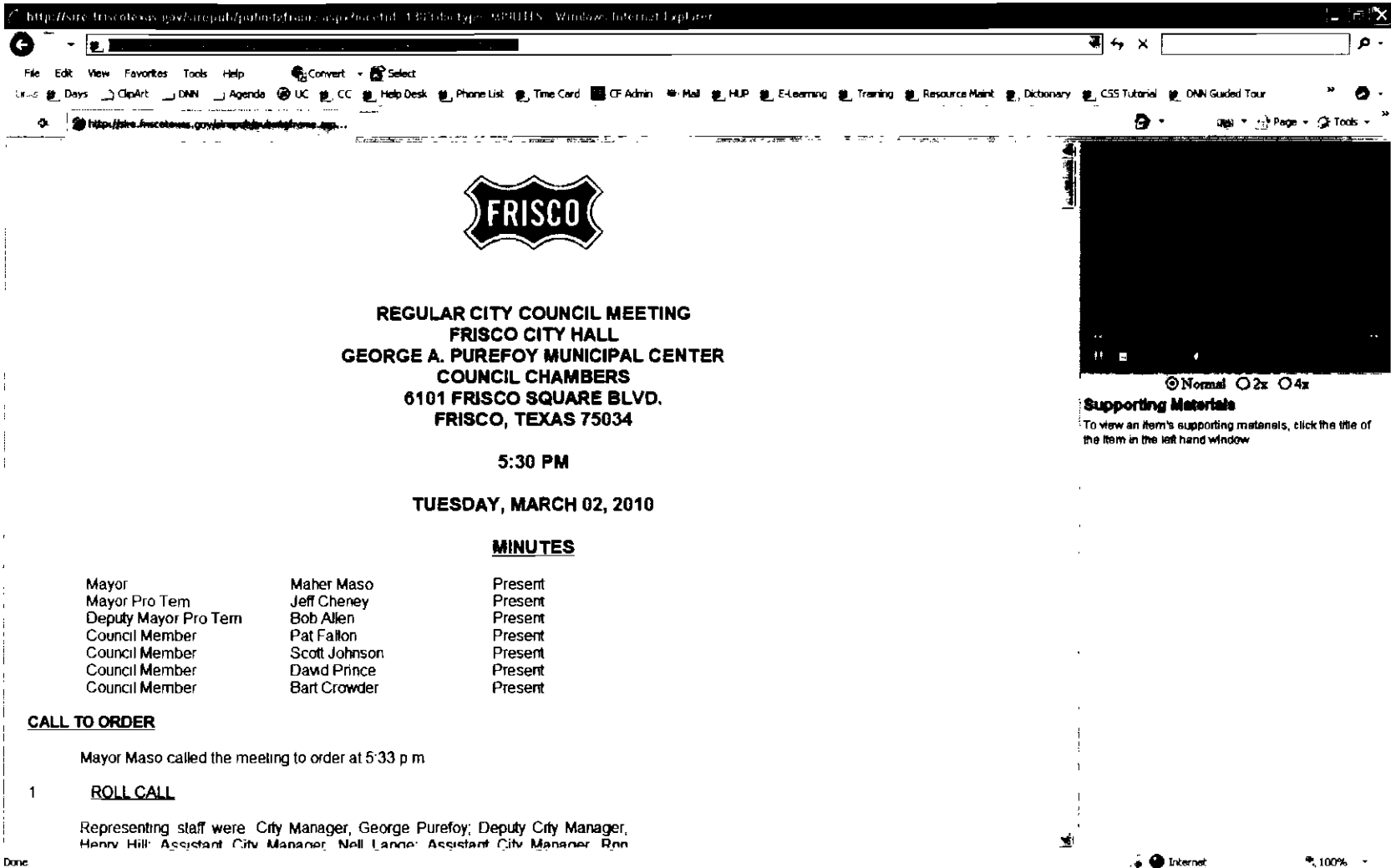
_____ SIRE TECHNOLOGIES	_____ TITLE	_____ DATE
_____ CUSTOMER	_____ TITLE	_____ DATE

Product List and Charges

Item Number	Quantity	Serial Number	Description	Annual Rate \$

Example of minutes with video via Sire Technologies' Agenda Management Software

<http://sire.friscotexas.gov/sirepub/pubmtgframe.aspx?meetid=438&doctype=MINUTES>



http://sire.friscotexas.gov/sirepub/pubmtgframe.aspx?meetid=438&doctype=MINUTES - Windows Internet Explorer

File Edit View Favorites Tools Help Convert Select
Links Days ClipArt DNN Agenda UC CC Help Desk Phone List Time Card CF Admin Mail HLP E-Learning Training Resource Maint Dictionary CSS Tutorial DNN Guided Tour

http://sire.friscotexas.gov/sirepub/pubmtgframe.aspx

FRISCO

REGULAR CITY COUNCIL MEETING
FRISCO CITY HALL
GEORGE A. PUREFOY MUNICIPAL CENTER
COUNCIL CHAMBERS
6101 FRISCO SQUARE BLVD.
FRISCO, TEXAS 75034

5:30 PM

TUESDAY, MARCH 02, 2010

MINUTES

Mayor	Mahe Maso	Present
Mayor Pro Tem	Jeff Cheney	Present
Deputy Mayor Pro Tem	Bob Allen	Present
Council Member	Pat Fallon	Present
Council Member	Scott Johnson	Present
Council Member	David Prince	Present
Council Member	Bart Crowder	Present

CALL TO ORDER

Mayor Maso called the meeting to order at 5:33 p.m.

1 **ROLL CALL**

Representing staff were City Manager, George Purefoy; Deputy City Manager, Henry Hill; Assistant City Manager, Nell Lanna; Assistant City Manager, Ryn.

Normal 2x 4x

Supporting Materials
To view an item's supporting materials, click the title of the item in the left hand window.

Done Internet 100%

February 6, 1995

The Union County Board of Commissioners met in regular session on Monday, February 6, 1995, at 7 p.m. in the board room, ninth floor, Union County Courthouse. The following were

PRESENT: Chairman John Feezor, Vice Chairman Clayton Loflin, Commissioner Leroy Pittman, Commissioner Paul Standridge, and Commissioner Richard Stone

ABSENT: None

ALSO PRESENT: County Manager Ron Lewis, County Clerk Barbara W. Moore, Michael Wilson, Finance Director and Assistant County Manager, Don Perry, County Attorney, Jeffrey Crook, Staff Attorney, staff Members, interested citizens, and members of the press

PUBLIC HEARING

The Chairman announced the first item of business is a public hearing which was advertised to receive comments on the rezoning of property. He asked the Planner to present the first petition.

Petition No. 000990 - Larry J. Vickery: It was explained that Petition No. 000990 filed by Larry J. Vickery was requesting that 3.356 acres located on Tax Map #7-132 be rezoned from R-10 to B-2. It was pointed out that both the Planning Board and staff had given this petition a favorable recommendation with a point spread of 250 to 70. The reasons stated by the Planning Board for its favorable recommendation are as follows:

1. The Town Council of Indian Trail recommends favorably.
2. Adjacent property is zoned B-2.

The Chairman called for those wishing to address this issue. There was no one present to speak for or against this petition.

PETITION NO. 000996 - Henry B. Browning: Mr. McPherson stated that Mr. Browning is requesting that approximately 4.50 acres located on NC 75 be rezoned from RA-20 to B-2. He pointed out that both the Planning Board and staff had voted to give this petition a favorable recommendation on a point spread of 225 to 25. The reasons stated by the Planning Board for its recommendation are as follows:

1. The Land Development Plan projects future use along much of the NC75 corridor to be commercial industrial.
2. Nearby property is zoned commercial.

Mr. Browning endorsed his rezoning petition explaining the property is located along the railroad track and would not be suitable for residential development.

There was no one present to speak against the rezoning petition.

PETITION NO. 000997 - Dennis W. Moser: The County Planner explained that this petition filed by Dennis Moser is requesting approximately .234 of an acre be rezoned from R-10 to B-4. He pointed out that this property is located on U. S. Hwy. 74 East inside the town limits of Wingate.

Mr. McPherson stated that although the staff's recommendation was favorable with a point spread of 230 to 60, the Planning Board had voted on a seven to two vote to give the petition an unfavorable recommendation for the following reason:

1. The Wingate Land Development Plan Projects future use to be single family residential.

It was pointed out that the planning staff considered the facts that the Wingate Town Council gave a favorable recommendation for rezoning and that the adjacent property is zoned and used as B-4 commercial.

Dennis Moser spoke in support of his petition explaining that he previously had three sites adjacent to this property rezoned to B-4. He presented dimensions of the property and an explanation of the history of this and other rezoning requests.

There was no one else present to speak on behalf of the petition.

The Chairman called for those in opposition to the rezoning to speak at this time.

Delmar Pierce, a resident of Grove Park Development, stated that if Mr. Moser would present them with a suitable use plan for the property, the 47 residents of the area would probably not be opposed to the rezoning. He emphasized that the area does not need another car wash. Mr. Pierce presented a petition signed by 60 plus residents of the community who are opposed to the rezoning request based on "economic, environmental and

February 6, 1995

aesthetic hardships placed on this location due to Mr. Moser's immediate and previous rezoning requests."

There was no one else who requested to speak in opposition to the rezoning petition.

The Chairman announced that decisions on the rezoning petitions would be made at the next meeting.

INVOCATION

The Reverend L. W. Leake, Pastor of Friendship Baptist Church, presented the invocation.

At the conclusion of the Pledge of Allegiance, the Chairman announced that the County Attorney had requested a short closed session to discuss litigation and settlement of a claim.

Motion was made by Commissioner Loflin that the regular session be recessed to allow the Board of Commissioners to go into a closed session in accordance with G. S. 143-318.11 (3) to discuss litigation of Union County vs. Phillip O. and Sylvia Deason. The motion was passed unanimously.

After discussion, motion was made by Commissioner Loflin that the closed session be adjourned to reconvene in regular session. The motion was passed unanimously.

The Chairman reconvened the regular session and stated the first item is to set the agenda.

ADDITIONS, DELETIONS AND/OR ADOPTION OF AGENDA

Motion was made by Commissioner Loflin that Item 15 A be moved on the agenda to be heard between Items 4 and 5. Commissioner Pittman requested Item 20 on the Consent Agenda, Vietnam Veterans' Association, Use of Old Courthouse for Memorial Day Celebration, be moved to the regular agenda. Commissioner Stone requested that Items 9(a), 14(c) and 17 (a) be deleted and referred to the County Manager. Commissioner Pittman requested to hear information on 14(c), proposed STAR Advisory Board. The Chairman asked for a motion to make the changes as required.

Commissioner Pittman moved the agenda be adopted as amended with the addition of a resolution to alter the meeting schedule for March. The motion was passed unanimously.

INFORMAL COMMENTS

There was no one present to address the Board of Commissioners.

CONSENT AGENDA

Motion was made by Commissioner Pittman that the items included on the consent agenda be approved with the removal of Item No. 20, a request for use of the Main Street side of the old Courthouse for Memorial Day ceremonies to the regular agenda. The motion was passed unanimously.

Planning Department - Final Plat for Salem Pointe Subdivision. The preliminary plat was approved by the Planning Board on October 6, 1994

Inspection Department - Refund of Cash Security Bond in the amount of \$5,000 to Jim Rogers. The cash bond was to cover the cost of paving as required by the Union County Land Use Ordinance.

Health Department - Renewal of the following contracts:

- a) R. Allan Jones - Financial planning and cost report assistance in the home health program to add \$200 for electronic filing with Medicare
- b) Carolina Bone and Joint, P.A. - Physician services at the orthopedic clinic in the Health Department for the period from January 1, 1995, through December 31, 1995
- c) Union County Women's Care, P.A. - Obstetrical services to Health Department patients for the period from January 1, 1995, to December 31, 1995
- d) Elizabeth B. Simpson - Speech therapy services to home health patients for the period from January 1, 1995, to December 31, 1995
- e) Pathology Associates Services, Inc. - Clinical services related to early detection of breast and cervical cancer for low-income women at the Health Department for the period from January 1, 1995, through December 31, 1995
- f) Judith Holland Kramer - Speech therapy for home health patients for the period from January 1, 1995, through December 31, 1995
- g) Kathryn A. Gruhn - Speech therapy for home health patients for

February 6, 1995

- h) the period from January 1, 1995, through December 31, 1995 Charlotte Radiology, P.A. - Screening and diagnostic mammography services for the Breast and Cervical Cancer Program Clients of the Health Department for the period from January 1, 1995, through December 31, 1995
- i) SmithKline Beecham Clinical Lab, Inc. - Laboratory services which the Health Department is not set up to handle for the period from January 1, 1995, through December 31, 1995. The only change for the contract for 1995 is adding three additional laboratory procedures for the contractor to perform
- j) Monroe Woman's Clinic, P.A. - Obstetrical services to Health Department patients for the period from January 1, 1995, to December 31, 1995
- k) Neva M. Abbott, M.D. - Physician services in the Health Department for the period from January 1, 1995, to December 31, 1995. Mr. White, Health Department Director, states that Dr. Abbott has performed this service for a number of years and Mr. White is requesting to increase the hourly reimbursement to \$55.

Health Department:

- a) Maternal Health - Budget Amendment increasing Fund Balance Appropriated by \$1,000 and decreasing Patient Fees by \$1,000 to transfer funds to balance local revenue budget with state budget. The original revenue budgeted for the Maternal Health department exceeded the state's budget by \$1,000.
- b) Child Service Coordination - Budget Amendment increasing Fund Balance Appropriated by \$1,723 and decreasing Third Party Reimbursement by \$1,723 to transfer funds to balance local revenue with state budget. The original revenue budgeted for the child Service Coordination department exceeded the state's budget by \$1,723.

Sheriff - Agreement with Recovery Corporation of North Carolina for disposal of bio-medical waste.

Emergency Management - Budget Amendment increasing Operating Expenses by \$1,500; Revenue: State Restricted - \$1,500 to transfer unexpected funds received from the State.

Social Services:

- a) Adoption Assistance - Budget Amendment increasing Payments to Other Governmental Units by \$15,000 and decreasing Other Professional Services by \$15,000 to transfer funds to cover the cost of site drafts for hard-to-place children in adoption.
- b) Assured Performance Plan with Dictaphone Corporation for additional dictaphone equipment not covered under the current agreement.

Finance Department:

- a) Taxes-Revenue - Budget Amendment increasing Current Year Ad Valorem - Auto by \$2,713,000; Prior Year Ad Valorem - Auto by \$200,000 and decreasing current Year Ad Valorem by \$2,913,000 to transfer funds to reallocate budget for internal tracking purposes. When the budget was originally adopted, ad valorem taxes that would be received for motor vehicles was not broken out from the regular ad valorem tax revenue. This budget amendment will break out a budget for the current and prior motor vehicle ad valorem taxes and will assist in internal tracking of the respective sources of ad valorem.

Parks & Recreation:

- a) Contract with Woolpert to assist with the re-bidding of Phase I of Lake Park Community Park in the amount of \$760 which is included in the Community Recreation Budget.

Public Works:

- a) Change Order No. 1 - Catawba River Water Supply Project/Christopher Construction Co. which is for a reduction in the amount of \$1,039.62 bringing the total contract amount to \$8,408,960.38

S.T.A.R. - Special Transportation for Area Residents:

- a) The request is for an authorization to pay an invoice in the amount of \$1,750.50 from the Council on Aging which was for services for the period from July 1, 1993 - June 30, 1994. This amount represents 389 units @ \$4.50 of transportation per unit. There is a contract for the current year but there was not a contract for the period in which these transportation services were provided in 93-94.

Additions to State Maintained Road System

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February 6, 1995

- a) Tower Industrial Drive in the Tower Industrial Park in Union County;
- b) Stafford Drive, Julian Place Extension (SR 2580) and Wyndam Way Extension (SR 2578) in the Village at Indian Trail Subdivision in Union County;
- c) Cardinal Landing Drive in the Cardinal Landing Subdivision in Union County;
- d) Sassafras Trail in the Old Hickory Subdivision Phase IV in Union County;
- e) Corporate Boulevard, Associate Drive, and Business Park Drive in the Indian Trail Business Park in Union County;
- f) Supreme Drive in the Lawyers Crossing Subdivision in Union County.

Encroachment Agreement:

- a) Village at Indian Trail - To encroach on the right of way of the public road located on Waxhaw-Indian Trail Road (S.R. 1008) near the intersection with Old Charlotte Hwy (S.R. 1009) with the construction and/or erection of existing water and sewer facilities located in the Village at Indian Trail.

Purchasing Department:

- a) Budget Amendment for Purchasing and Central Services increasing Operating Expense by \$8,000; Interdepartmental Charges by \$8,000 to transfer funds for resale purchases.

Facilities:

- a) Facility-Courthouse - Budget Amendment increasing Operating Expense by \$28,455; Revenue: Intangible Property Tax - \$28,455 to transfer funds to repair fans in the courthouse.

Local Emergency Planning Committee - LEPC: In accordance with the bylaws of the Union County Emergency Planning Committee, the annual report has been approved by the members of the LEPC and is being presented to the Board for approval before the report is sent to the State Emergency Response Commission.

Planning Department: Request to employ Pamela Rivers as a temporary secretary at the rate of \$7.50 due to the extended illness of Mildred Price, Secretary IV. This request is to employ Ms. Rivers until such time as Ms. Price is able to return to work.

Assessor - Eighth Motor Vehicle Billing Summary - Totaling \$387,920.79

Emergency Medical Services - Proclamation for Child Passenger Safety Awareness Week for February 12-18, 1995.

Refunds Over \$100 -

REFUNDS - JANUARY, 1995

OVER \$100

NAME	NUMBER	AMOUNT	TOWNSHIP	YEAR
IBM	RF-00016	\$274.51	Vance	1994

Tax Assessor - Releases over \$100:

RELEASES - JANUARY, 1995

OVER \$100

NAME	NUMBER	AMOUNT	TOWNSHIP	YEAR
Love, Norris Warren & Betty	RE-00190	\$ 406.61	Goose Creek	1994
Sizemore, Dillard George	RE-00194	1027.56	Goose Creek	1994
Fiber Tec Coatings Corp.	RE-00195	681.52	Goose Creek	1994
Stephens, Teddy Wayne	RE-00196	186.35	Vance	1994
Keane, Paul Dr.	RE-00198	803.00	Monroe	1994
Funerburk Guttering	RE-00202	432.42	Vance	1994
Perfect 10	RE-00203	120.45	Monroe	1994
Discount Deli & Grocery	RE-00204	294.10	Monroe	1994
Lamm, Rick	RE-00206	153.96	Vance	1994

\$4105.97

Departmental Reports: Discoveries for the month of January totaling for all years \$335,470, Farm Bills for the month of January totaling for all years \$15,751.66; Supplements for January totaling all years \$1,250, Tax Collector's report for all collections for the month of December, and the following budget amendments, refunds and releases approved by the Manager.

FEBRUARY 6, 1995

REFUNDS - JANUARY, 1995

UNDER \$100

NAME	NUMBER	AMOUNT	TOWNSHIP	YEAR
Marsh, Olin Turkey Farm	RF-00017	\$79.20	Marshville	1994

RELEASES - JANUARY, 1995

UNDER \$100

NAME	NUMBER	AMOUNT	TOWNSHIP	YEAR
Traywick, Thomas Jr.	RE-00191	\$49.50	Marshville	1994
Williams, Randy Wayne	RE-00192	80.00	Goose Creek	1994
A AM PM Foot Clinic	RE-00193	14.87	Monroe	1994
Smith, Glenn Lee Sr.	RE-00197	86.43	Monroe	1994
Walls, Reginald G.	RE-00199	31.90	Monroe	1994
Wyles, James D.	RE-00200	14.58	Monroe	1994
Dove Pottery	RE-00201	38.88	Monroe	1994
Gunn, Mike Construction	RE-00205	20.08	Monroe	1994
Hamilton, Ervin Leon	RE-00211	30.75	Monroe	1985
Brickman, Carl Ellie	RE-00335	20.42	Goose Creek	1986
Mizell Terminals & Systems	RE-00377	40.15	Monroe	1993

\$427.56

REFUNDS - JANUARY, 1995

MANAGER APPROVED

DATE	NAME	AMOUNT	REASON	
1-5-95	Yatee, Rebecca	\$ 20.47	Rental Refund	
	Willoughby, Paul	50.00	Rental Refund	
	Toney, Pat	50.00	Rental Refund	
	Thomas, Clinton	6.26	Rental Refund	
	Steiner, Larry	50.00	Rental Refund	
	Smith, Gary	50.00	Rental Refund	
	Robinson, Jackie	50.00	Rental Refund	
	Purser, Jeff	50.00	Rental Refund	
	Nagy, Brenda	50.00	Rental Refund	
	Morgan, Shelton R.	15.00	Rental Refund	
	McCumbee, Suzy	50.00	Rental Refund	
	Leonard, Jeanne	37.75	Rental Refund	
	Lambert, Jennifer	50.00	Rental Refund	
	Ingani, John	50.00	Rental Refund	
	Holeman, Richard	50.00	Rental Refund	
	Hinson, Crystal	50.00	Rental Refund	
	Grow, Joyce K.	30.91	Rental Refund	
	Day, Tamara M.	50.00	Rental Refund	
	Davis, Ben F.	24.06	Rental Refund	
	Casa, Richard	50.00	Rental Refund	
	Caruso, Linda	50.00	Rental Refund	
	Byrum, Blanche	4.00	Rental Refund	
	Brank, Paul Scott	50.00	Rental Refund	
	Abney, Art J.	50.00	Rental Refund	
	01-12-95	Ruby R. Autry	23.00	Overpayment
		#1 Development Company	40.88	Overpayment
Hoyte Connell		9.09	Overpayment	
Charles F. Curry Co.		25.92	Overpayment	
Davis Development Co.		79.42	Overpayment	
Beverly M. Gaye		2.30	Overpayment	
James Leo & Dale B. Haigler		27.75	Overpayment	
Caesia T. Lotharp		82.82	Overpayment	
Fredrick H. Kuitens		90.33	Overpayment	
Payton H. Petty		75.78	Overpayment	
Pisces Custom Built Homes		72.27	Overpayment	
Bobbie C. Price		85.41	Overpayment	
Reunion Land Co.		59.85	Overpayment	
Angelia Shannon		23.56	Overpayment	
Sharon Development Group				
c/o Isaac Grossman		1.46	Overpayment	
William & Ann Tomberlin		85.14	Overpayment	
Walden Pond II, LP		37.07	Overpayment	
Gary Wiley		50.00	Overpayment	
Ward & Joanne Yow		8.62	Overpayment	
Anne Davidson	142.00	EMS-Refund		
Laurine Gauthier	155.30	EMS-Refund		
Robert Heath Little	49.00	EMS-Refund		

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	Faye Rushing	177.00	EMS-Refund
	Faye Rushing	173.56	EMS-Refund
01-13-95	Cheryl Bowers	10.75	Overpayment
01-19-95	Mary Dill	50.00	Overpayment
	Ettra Griffin	125.00	EMS-Refund
	Sandra R. Helms	236.00	EMS-Refund
	Bessie S. Knight	150.00	EMS-Refund
	Cherry Homes, Inc.	83.53	Overpayment
	CMH Developers	72.27	Overpayment
	CMH Developers	81.76	Overpayment
	Javad Haji-Amiri	92.07	Overpayment
	Don Hemby	46.28	Overpayment
	Lula E. McGee	46.28	Overpayment
	Samuel Sain	9.00	Overpayment
	South State Long Line, Inc.	3.97	Overpayment
01-20-95	Mary Barnette	55.80	EMS-Refund
	Margaret Phifer	177.00	EMS-Refund
	Robert Haire	10.00	Overpayment
	Michael B. Webb	2.19	Overpayment

**BUDGET AMENDMENTS
JANUARY, 1995**

BUDGET: Emergency Management
Increase: Capital Outlay \$850
Decrease: Capital Outlay 850
Explanation: To transfer funds to purchase additional computer equipment.

BUDGET: Social Services
Increase: Operations Expense \$5040
Decrease: Capital Outlay 5040
Explanation: To transfer funds to purchase and install carpet at the Group Home.

BUDGET: Assessor
Increase: Capital Outlay \$2800
Decrease: Operating Expense 2800
Explanation: To transfer funds to purchase furniture for new auditor and sales appraiser positions on staff.

BUDGET: Legal
Increase: Capital Outlay 525
Decrease: Operating Expense 525
Explanation: To transfer funds to purchase a replacement laptop computer.

BUDGET: Solid Waste - Landfill
Increase: Operating Expense 4040
Decrease: Capital Outlay 3671
Explanation: Operating Expense 7711
Explanation: To transfer funds to upfit redesigned Public Works area to accommodate staff.

BUDGET: Information Systems
Increase: Capital Outlay 1000
Decrease: Operating Expense 1000
Explanation: To transfer funds to purchase Laser Printer for use with three personal computers.

Minutes: January 16 and January 17

EMS

Ms. Flora Lowry, EMS Director, requested that the staff stationed at the Patton Avenue building be allowed to move its headquarters from that site to the PSO building near Monroe Mall. She requested authorization to negotiate a lease for approval of this board between the City of Monroe and Union County similar to the ones with the county fire departments to provide housing and an EMS base. She emphasized that the move would only enhance the quality of service and reduce response time to the citizens of this county.

Motion was made by Commissioner Pittman that the recommendation of Ms. Lowry on behalf of EMS to allow her to negotiate with the City of Monroe for housing and base for EMS personnel be approved.

During discussion in which Commissioner Loflin praised the staff for their cooperation in working with the City of Monroe. He pointed out this would be the first joint EMS county/city operation. At the request of Commissioner Loflin, Ms. Lowry explained a proposal which would allow the fire department to respond within the city on calls to provide first responder services.

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Commissioner Standridge stated that he appreciated the joint venture and asked if the City is going to expand the building to accommodate EMS personnel. Ron Fowler with the City of Monroe reported that his department is looking at cost estimates for adding the sleeping facilities. He acknowledged that he could not make a commitment for the City but, at this time, it does look favorable. He said once a cost estimate is received, the City will give a commitment. In response to a question from Commissioner Standridge, Ms. Lowry stated that the County would be entering into a contract with the City similar to the ones with county fire departments.

Commissioner Pittman asked if during the renovations of the facility are segregated sleeping facilities for the male and female employees going to be provided. Ms. Lowry stated the only unit now with separate sleeping quarters is the Patton Avenue site.

The motion was passed unanimously.

Commissioner Loflin requested that before Ms. Lowry leaves that as a point of personal privilege he be allowed to read a letter. He said everyone had been waiting to receive this letter which was addressed to Larry Bishop, President of Union Memorial Hospital, from Michael Edinger, Deputy Chief Officer of the Emergency Medical Services, North Carolina Department of Human Resources, in Raleigh. He read the letter which stated that after review there is no further action required on the hospital's behalf. The letter further stated that the department appreciated everyone's efforts to bring the ALA program into State compliance. He reminded everyone that for the last six or eight months, the EMS department had received scrutiny like no other department has ever received and that the local agency is actually ahead of most of the other EMS departments in the State. He said everything is now behind the department, and it has complied with all regulations. Commissioner Loflin complimented Ms. Lowry and her staff, the doctors, and the hospital in bringing the EMS program to this point. He pointed out that this lets everyone in the County know that the County's EMS department is extremely efficient and on duty.

The Chairman thanked Ms. Lowry. Flora Lowry introduced Dr. John Cattie, Medical Director for EMS, and Dr. James Whinna, Assistant Medical Director, staff and Pat Broom, nurse liaison with the hospital. Ms. Lowry stated that at this time Dr. Cattie wanted to say a few words.

Chairman Feezor stated that barring objections from the Commissioners that he would allow Dr. Cattie a few moments to speak.

Dr. Cattie addressed the Board explaining that this report is final word that the State's investigative report completely vindicated EMS. He pointed out that any violations found by the state were paper violations and there had never been any finding that the patient care in the county was jeopardized despite what was written in the paper. He emphasized that it has always been his opinion that the local EMS is and has always been at a higher level than the rest of the state and the passing grade required for Union County's EMS employees is higher than is required in the remainder of the EMS departments throughout the State. Dr. Cattie assured that excellent care has always been provided here in Union County. He explained that now other counties and departments are coming to Union County's EMS seeking advice on how they can comply with the State's rules and regulations. Dr. Cattie stated they had prepared a package of information which is mailed to the counties requesting the information.

The Chairman thanked Dr. Cattie for his comments. Chairman Feezor then recognized Cliff Dodson, Superintendent of Union County Schools.

UNION COUNTY SCHOOLS

Cliff Dodson, Superintendent of Union County Schools, updated the Board on the state of the school system. Among the facts Mr. Dodson provided which proved that the Union County School System is continuing to improve were the following: the SAT scores increased 29 points in five years; out of the 1994 graduates, 71 percent planned to attend colleges and 306 of those received scholarships totaling \$3,303,294; Union County's schools can boast the second highest percentage of high school graduates in the labor force in the Carolinas Partnership Region; and-of-grade and and-of-course test scores are above the state's average; ranks as the 15 largest school system in the state--enrollment growth is approximately 700 students per year.

The Chairman thanked Mr. Dodson for his encouraging report on the improvements in the Union County School System.

COMMUNITY COLLEGE

Mr. Johnny Pigg, member of the Anson Community College Trustees, introduced Mary Lou Holtzclaw, Bobby Parker, Pat Morris, Woody Faulk, Bob Washer, Dr. Don Alteri of the Anson Community College and Dr. Jan Crawford of Stanly Community College. Mr. Pigg stated he was present to provide an update on the Anson Community College, to discuss the matching fund request,

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to discuss the \$1,250,000 which was talked about at the dedication of the new building, and to discuss the request and support for the donated property in Marshville to be used as a special use training center. He assured that he was not present to discuss the activities of the Community College Task Force. He said the trustees, who were appointed by previous boards, feel a responsibility to keep the County informed about UTEC and believe the Board of Commissioners has a responsibility to ask for the trustees' opinions. He stressed that the trustees want to be a part of the Commissioners' decision-making process. He said the trustees recognize that it is the Commissioners' responsibilities and grant that to the Board but are taking the initiative tonight to keep the board informed about what is going on at UTEC.

He reviewed the building and equipment provided in Union County and assured that UTEC through Anson and Stanly Community Colleges has as full a range of training and services as is provided by any community college in North Carolina. He said the trustees have worked hard to assure that UTEC can respond very quickly to local businesses' and industries' training needs. He reviewed the steps taken and the plan developed for providing such training and the qualifications of the staff. Mr. Pigg stated that UTEC is working very closely with the State's new and expanded industry program to provide the training funds for companies located in Union County. He said that currently UTEC is spearheading a movement to form a regional quality council that will not only provide a network for existing companies but will serve as an additional enticement for new industries coming to Union County. He assured that UTEC sees itself as a team player along with other agencies and groups in advancing economic development and in assuring a positive future for Union County. He pointed out that the UTEC budget is \$1.6 million of which Union County only funds \$206,000 or approximately 12 percent. He presented statistics of the training provided in Union County.

Mr. Pigg requested the Board's support and appropriate funds to match the \$2.5 million offered by the State. He stressed that the County needs to support this growth. He expressed disappointment that this matching amount for the community college was left out of the five-year funding plan and requested the Board amend the plan to include funding for the expansion of UTEC through the matching grant available from the State. He questioned what had happened to the \$1.25 million promised at the dedication of the new community college building.

Mr. Pigg also requested the Board's support of the Marshville property to be utilized as a special use training center. He said the current plans are to offer automotive technology, automotive body repair, short-term training on topics which relate to automotive, and perhaps some criminal justice courses. He stressed that this site is not envisioned as a satellite campus but only as a short-term training center.

In conclusion, he requested the Board to support the projects as outlined.

Chairman Feezor thanked Mr. Pigg for his presentation and the community college trustees for being present.

Commissioner Pittman stated that speaking from experience UTEC had provided great support in specialized training for his small business and congratulated UTEC for what it has accomplished.

Commissioner Standridge pointed out that the community college system in Union County is alive and well, and he can only see improvements coming from whatever source to meet the needs of this growing county.

PERSONNEL

Mark Watson, Personnel Director, requested approval of the Professional Human Resource Management Contract to provide the following:

- a.) Quality of Work Life Survey
- b.) Compensation and Classification Study
- c.) Performance Appraisal System

He recommended the contracts be approved with David M. Griffith & Associates, Ltd. at the cost of \$38,438.

Motion was made by Commissioner Loflin that the contract in the amount of \$38,438 with David M. Griffith & Associates, Ltd. be approved to provide a quality of work life survey, a compensation and classification study, and a performance appraisal system. The motion also included that \$13,438 be transferred from General Fund Contingency to Board of Commissioners' Operating Expense to cover the remaining cost of these studies. The motion was passed unanimously.

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FLEXIBLE BENEFIT PLAN

The Personnel Director explained the proposed flexible benefits administration contract with Flores and Associates to provide a 125 flexible benefits program for Union County. Mr. Watson pointed out that the first firm the County had contracted with was Russell and Associates, Inc., which was unable to provide the bonding required by the agreement.

Motion was made by Commissioner Loflin that the flexible benefit plan with Flores and Associates to provide a 125 flexible benefits program for Union County be approved and the following resolutions be adopted:

RESOLUTION ADOPTED BY UNION COUNTY

The undersigned being all of the members of the Board of Commissioners of the County of Union, a North Carolina Governmental Unit (hereinafter referred to as the "County") do hereby take the following action and adopt the following preambles and resolution by signing their written consent hereto pursuant to the provisions of Section 55-8-21 of the North Carolina General Statutes:

WHEREAS, the County is to adopt a Medical Reimbursement Plan for the benefits of its employees, and

WHEREAS, it is the intent of the County that the said Medical Reimbursement Plan qualify under Section 105(b) of the Internal Revenue Code for the benefits of its employees with such benefits and other provisions set forth in the Plan entitled Section 125 Plan Administration Proposal for Union County and incorporated herein by reference as Exhibit A; and

BE IT FURTHER RESOLVED that the appropriate officers of the County be and they hereby authorized and directed to execute such documents and take such further actions as may be necessary to implement the intent of the foregoing resolutions.

AND, we do hereby unanimously consent that this document be filed with the Minutes of the County and that the actions as set forth in the foregoing preambles and resolutions shall have the same force and effect as if taken at a duly constituted meeting of the Board of Commissioners.

This action is effective this the 6th day of February, 1995.

RESOLUTION ADOPTED BY COUNTY OF UNION

The undersigned being all of the members of the Board of Commissioners of the County of Union, a North Carolina Governmental Unit (hereinafter referred to as the "County") do hereby take the following action and adopt the following preambles and resolution by signing their written consent hereto pursuant to the provisions of Section 55-8-21 of the North Carolina General Statutes:

WHEREAS, the County is to adopt a Dependent Care Assistance Plan for the benefit of its employees; and

WHEREAS, it is the intent of the County that the said Dependent Care Assistance Plan qualify under Section 129 of the Internal Revenue Code.

NOW, THEREFORE, BE IT RESOLVED that the County hereby adopts a Dependent Care Assistance Plan pursuant to Section 129 of the Internal Revenue Code for the benefits of its employees with such benefits and other provisions set forth in the Plan attached hereto as Exhibit A and incorporated by reference; and

BE IT FURTHER RESOLVED that the appropriate officers of the County be and they hereby are authorized and directed to execute such documents and take such further action as may be necessary to implement the intent of the foregoing resolutions.

AND, we do hereby unanimously consent that this document be filed with the minutes of the County and that the actions set forth in the foregoing preambles and resolutions shall have the same force and effect as if taken at a duly constituted meeting of the Board of Commissioners of the County.

This action is effective this 6th day of February, 1995.

RESOLUTION ADOPTED BY COUNTY OF UNION

The undersigned being all of the members of the Board of Commissioners of the County of Union, a North Carolina Governmental Unit, (hereinafter referred to as the "county") do hereby take the following action and adopt the following preamble and resolution by signing their written consent hereunto pursuant to the provisions of Section 55-8-21 of the North Carolina General Statutes.

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WHEREAS, the County is to adopt a Premium Conversion Plan for the benefit of its Employees; and

WHEREAS, it is the intent of the County that the said Cafeteria Plan qualify under Section 125 of the Internal Revenue Code;

NOW, THEREFORE, BE IT RESOLVED that the County hereby adopts a Premium Conversion Plan pursuant to Section 125 of the Internal Revenue Code for the benefit of its Employees with such benefits and other provisions set forth in the Plan attached hereto as Exhibit A and incorporated herein by reference; and

BE IT FURTHER RESOLVED that the appropriate officers of the County be and they hereby are authorized and directed to execute such documents and take such further actions as may be necessary to implement the intent of the foregoing resolutions.

AND, we do hereby unanimously consent that this document be filed with the minutes of the County and that the actions set forth in the foregoing preambles and resolutions shall have the same force and effect as if taken at a duly constituted meeting of the Board of Commissioners of the County.

This action is effective this 6th day of February, 1995.

EMPLOYEE RECOGNITION PROGRAM

The Personnel Director recommended that Commissioner Stone's proposal for an Employee Recognition Program be accepted as proposed and outlined below:

PURPOSE: To acknowledge and show appreciation for outstanding contributions made by an individual employee to the efficient operation of local government, quality of work environment and service to the citizens of Union County, North Carolina.

All employees of the county will be eligible to be recognized for their contributions.

Recommendations may be made during each month on an Employee of the Month nomination form and submitted to the Personnel Director.

A committee consisting of five, full-time county employees from different departments and position classifications will meet monthly and review the merit of each employee nomination.

This committee will recommend one employee each month to be recognized as Union County Employee of the Month by the Board of County Commissioners at its first regular meeting each month.

The Union County Employee of the Month will be presented with a Certificate and where applicable will be given a convenient parking space designated for the Employee of the Month. A press release will be given to local publications detailing the employee's accomplishments.

Motion was made by Commissioner Stone that the Employee Recognition Program which is to acknowledge and show appreciation for outstanding contributions made by an individual employee to the efficient operation of local government be adopted and that a certificate be presented monthly to a deserving employee. The motion was passed unanimously.

PUBLIC WORKS

Upon recommendation of the Public Works Director, Commissioner Pittman moved that the request from Bill Knight of Tim Knight Construction Company for permission to connect a 17 lot subdivision on Rogers Road to the City of Monroe's sewer line be approved. The motion was passed unanimously.

SEWER CAPACITY RESERVATION AGREEMENT

Mike Shelati, Public Works Director, presented a proposed agreement between Lucky Realty, owner of a 97.54 acre tract of land fronting on Joe Kerr Road. He said that the agreement requires Lucky Realty to pay \$194,000 in impact fees in order to reserve sewer capacity and submit a preliminary subdivision plat and engineering plans by April 7. If the deadline is not met, Lucky Realty would be entitled to a refund of the \$194,000 without interest. The agreement further requires Shea Homes (Lucky Realty) to begin construction of the first home within one year of the county issuing a sewer permit for the subdivision. If Shea Homes does not meet this schedule, the County shall have the right to rescind the sewer permit without refunding the impact fee.

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Motion was made by Commissioner Pittman that the Sewer Capacity Reservation and Sewer Tap Agreement between Union County and Lucky Realty, a North Carolina General Partnership, as reviewed and approved by the County Attorney and recommended by the Public Works Director be approved.

In response to a question from Commissioner Loflin, the Public Works Director stated that taps are granted on a first-come, first-served basis; there are only 150 taps remaining of the 240,000 gallons per day. Commissioner Loflin further asked what policy is being used to determine who receives the capacity. Mr. Shalati responded that initially it was reported there were three developers willing to assist the county by prepaying the impact fee to help support the capital cost of the project; two of those developers have done that and Lucky Realty will be the third.

Commissioner Loflin interjected that he believed the County should operate with rules and not just people. He stressed that capacity should not necessarily be reserved for the first developer to present a check; there should be some system that everyone understands and follows. He said that within the entire area there is only one small tract that is zoned commercial. He asked if there has been any provision to reserve capacity to accommodate this commercial property.

Mr. Shalati stated that he had personally talked with the owner of the property that is zoned commercial and told him how supportive the county is of industrial and commercial development. He said the developer does not have plans at this time for the property and cannot estimate his future needs.

The Public Works Director reviewed the negotiations with C-MUD and possible expansion of the Six-Mile Creek plant. Commissioner Loflin stated his concern is that the County is facing another situation similar to the ones at Crooked Creek and Dry Fork plants. He said that commercial growth is being transferred to the Mecklenburg area rather than inside Union County's borders. He suggested a hold be placed on the capacity to assure that there will be sufficient capacity remaining for a commercial enterprise. Mr. Shalati responded that he and the Public Works' staff understand the Board's direction and try to follow it the best they can. He explained that is why this request is coming to the Board for its approval rather than as a departmental policy because the capacity is available. He assured if this agreement does not meet the Board's expectations, it can be denied.

Commissioner Pittman agreed with Mr. Shalati that this is the concept presented previously and the one that the Board had agreed with earlier. He said it now appears that Mr. Shalati is being told this is not what he should be doing. Commissioner Pittman further pointed out that Mr. Shalati has explained that the County can expand the capacity at that plant.

Commissioner Standridge stated that in Economic Development it is not unusual for a county to reserve a percentage of its sewage treatment facility for economic development potential. He agreed that this Board should be the body establishing the policy and instructing the Public Works Department to retain a percentage of every sewage treatment plant in this county for economic development activities.

Commissioner Loflin clarified that he was not saying that the staff is not following the board's instructions; they are being followed to the letter. He emphasized his point is that although he is supporting this request from Lucky Realty, there remains only enough capacity for another 100 houses.

Chairman Feezor stated that one issue for which he had heard the county criticized is that it appears the County's policy changes as needs arise. He said it is imperative that the County not do this, but follow the adopted policy. He pointed out that he supports this request because he believes it follows the policy which was in place at the time the plant was moved. He said he would support and add to the agenda in the near future that the Board establish a committee of individuals in the developing business which would recommend policy to the commission. The Chairman stated that with the development of such a policy, there would be no need to keep changing the direction of the county.

Commissioner Standridge interjected that he thought representatives from EDC, the Sweet Union Committee, and the staff should also be included on this committee. The motion was passed unanimously.

CIVIL PENALTIES

Commissioner Stone moved that the civil penalty in the amount of \$326.43 for violation assessed against Union County for discharging sewage at Wesley Chapel School property without a permit be approved for payment. The motion was passed unanimously.

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TWELVE MILE CREEK FACILITY

Upon the recommendation of the Public Works Director and the Manager, motion was made by Commissioner Pittman that the amendment to the agreement with McKim and Creek for Twelve Mile Creek Wastewater Facility Design be approved in an amount not to exceed \$872,500. The motion was passed unanimously. (Correction to this motion is recorded in this docket on page 322.)

LIBRARY

Dan MacNeil, Director of the Union County Library, explained the value of the bookmobile in reaching a segment of the County's population which cannot go to the library because they are either in institutions or homebound. He explained the bookmobile is over 20 years old and has certain problems that cannot be repaired. He said a van could be purchased from the State contract for less than \$14,500 and a bookmobile would cost around \$80,000. He assured that only because the situation is so critical is he bringing this request to the Board now instead of during the budget process.

Motion was made by Commissioner Pittman that the Library be authorized to purchase a van to be used to provide library services in outlying areas of the county and to those persons in institutions and homebound. The motion included that \$14,500 for the purchase be transferred from the Library's Capital Reserve Fund to increase Fund Balance Appropriated and IFT: To General Fund by the same amount.

Commissioner Loflin questioned why the branch libraries are closed on Sunday. He asked if it would be possible to open the library using volunteers.

Mr. MacNeil stated the reason the branch libraries are closed is lack of staff, and he did not know about the liability of using volunteer staff.

Commissioner Stone pointed out that the Sheriff has a SALT team of volunteers which he trained and which provides a great service to his department and to the citizens of this county. He suggested the Library Director investigate this possibility.

Commissioner Standridge stated that this was a prudent use of funds in purchasing a van in lieu of the bookmobile but wanted to assure the citizens that they will not be slighted by this change. Mr. MacNeil responded that at least 60 percent of those currently using the bookmobile will be able to continue to do so. Mr. Standridge also expressed his concern about spending the Library's Capital Reserve fund for normal replacement of a vehicle and asked that at budget time these funds be replaced.

Commissioner Pittman congratulated Mr. MacNeil for the improvements he has made in the Library's system in the four years he has been in Union County.

The motion was passed unanimously.

At the conclusion of a five-minute recess, the Chairman reconvened the meeting and recognized Larry Critcher, Information Systems Director.

INFORMATION SYSTEMS

Larry Critcher, Director of Information Systems, requested the contract with Lanoptics for the purchase and installation of all cabling and all electronics required for connectivity be approved. He explained the total cost of this project is \$128,265.96 which will require a budget amendment in the amount of \$189,930 to allow the contract to be executed.

Mr. Critcher reported that two bids were received as follows:

AT & T	\$133,863
Lanoptics	\$128,265.95

Motion was made by Commissioner Pittman that a budget amendment be approved to transfer \$189,930 from Appropriated Fund Balance to Information Systems' budget as follows: Capital Outlay \$128,266 and Operating Expense \$61,664. He further moved that the contract between Union County and Lanoptics of North Carolina be approved and the chairman and clerk be authorized to execute same. The motion was passed unanimously.

Mr. Critcher further stated that bids for the hardware had been received as follows:

Computer Concepts	\$350,578
AT&T	\$513,457

He requested that these bids be rejected and that he be authorized to rebid the project.

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Motion was made by Commissioner Pittman that the request be approved and all hardware bids be rejected and that the Information Systems Director be authorized to rebid the hardware package. The motion was passed unanimously.

TAX COLLECTOR

Jean Griffin, Deputy Tax Collector, reported in accordance with North Carolina General Statute 105-369 that there are \$2,567,023.07 of unpaid real estate taxes for 1994 that are liens on real estate. She requested authorization to advertise the tax liens.

Motion was made by Commissioner Pittman that the tax report on unpaid 1994 taxes be accepted and that the tax office be authorized to advertise these in accordance with State Statute. The motion was passed unanimously.

CENTRALINA COUNCIL OF GOVERNMENTS

David Hollars, Job Training Administrator of Centralina Council of Governments, requested that the Articles of Association and Agreement for the Centralina Job Training Consortium be amended and that a resolution approving the Articles of Association and Agreement be adopted. He pointed out one benefit of Union County remaining in the consortium is to receive and utilize federal and state job training funds for the training and employment of economically disadvantaged and dislocated individuals in the County.

Motion was made by Commissioner Loflin that the following resolution be approved as proposed:

**RESOLUTION APPROVING THE ARTICLES OF ASSOCIATION
AND
AGREEMENT FOR THE CENTRALINA JOB TRAINING CONSORTIUM**

WHEREAS, the counties of Cabarrus, Iredell, Lincoln, Rowan, Stanly, and Union as independent and contiguous units of general purpose local government do hereby agree to continue as the Centralina Job Training Consortium to act jointly as a Service Delivery Area (SDA) under the Job Training Partnership Act (JTPA) of 1982, as amended.

WHEREAS, certain technical revisions to the original "Articles of Association and subsequent amendments have been made for Program Years 94 and 95 and have been executed by the Chairman of this Board on behalf of this County, subject to ratification of such action by this Board; now, therefore, it is

RESOLVED that the execution of the aforesaid "Articles of Association and Agreement for the Centralina Job Training Consortium" by our Chairman is ratified and adopted by this Board.

The motion was passed unanimously.

The Centralina Job Training Consortium requires that the consortium serve through the Chief Elected Official unless another member is designated. Chairman Feszor designated Commissioner Richard Stone to serve in his place as "Chief Elected Official" for job training purposes with Centralina Council of Governments.

STAR TRANSPORTATION PROGRAM

Gay Nell Bunton representing the STAR Transportation Committee was present to answer any questions.

Motion was made by Commissioner Loflin that the contract with the Department of Transportation (Work Order 9.905122, 9.905123 and Project No. 95-16-026) for participation in providing funds for vehicles to be used in the transportation program be approved and that the budget amendment (No. 129) be approved as follows: Increase Capital Outlay by \$70,406, Operating Expense \$4,000; Revenue: Federal Restricted \$60,680 and Revenue: State Restricted \$13,726 to transfer NCDOT grant funds to purchase three passenger center-isle vehicles. The motion was passed unanimously.

For discussion purposes, Commissioner Pittman moved the disapproval of the establishment of a special Transportation Area Committee. He questioned if the functioning committee serves only as an implementation committee. The Manager responded that the active committee is an implementation committee and all policies for the transportation program are determined by the Board of Commissioners.

Commissioner Pittman withdrew his motion.

Commissioner Loflin moved that the Manager's recommendation be followed and that the request to establish a Special Transportation Area Committee be denied.

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Ms. Bunton stated that she is in an awkward position in that she is representing Mr. Myers in his absence but does not agree with the change from an implementation committee to an advisory committee. She pointed out that the Nutrition Program has been omitted from the proposed membership of the advisory committee and it has been an active participant from the conception of the program and that she has even driven the vans when drivers were not available.

Commissioner Loflin questioned why there is an item on the agenda that did not receive a favorable recommendation from the Manager.

The County Manager explained that Mr. Myers deserves a great deal of credit for this program because he has been very instrumental from the beginning. He stated his objection is simple; the implementation group consists of representatives from each of the departments participating in the transportation program. He further stated that he sees that as an implementation committee and expects each and every department to continue to be involved. He said he did not think an advisory board or another layer of bureaucracy is needed since this group could continue to expedite the duties required.

Commissioner Loflin questioned if the department head had discussed this prior to submitting it to the Board. Mr. Lewis stated that he discussed this operation almost daily and weekly with Mr. Myers. He said that Mr. Myers feels very strongly about the need for this committee and that he as Manager had refused to usurp his right to bring this item to the board.

The motion to deny was passed unanimously.

FIRE COMMISSION

Commissioner Pittman, Fire Commissioner, recommended and moved that Section 1, paragraph C, of "A Resolution of Union County Board of Commissioners Establishing a System of Rural Fire Protection in Union County be amended to read:

C. Five members at large who shall be citizens of Union County and who shall be chosen and appointed by the Board of Commissioners...

He pointed out that this would expand the size of the commission from six to seven and would avoid any tie votes on issues coming before the Commission. In response to a question, Commissioner Pittman stated that the Fire Commission endorses this proposal. The motion was passed unanimously.

Commissioner Pittman pointed out that with the expanded commission there now would be three vacancies instead of two. He nominated and moved the appointment of the following persons: Terry Byrum, Donnie Baucom, and Patrick Brown, all of whom have submitted applications.

Commissioner Loflin made a substitute motion to nominate Donald Gaddy and Terry Byrum and moved that the appointment of the third nominee be postponed until the position can be advertised and voted on at the next meeting.

Commissioner Pittman stated he would make a substitute motion to the substitute motion objecting to the delay since there had been a pool of applicants to review and consider.

Chairman Feezor called for a vote on the substitute motion to appoint Donald Gaddy and Terry Byrum and to delay the appointment of a third person until a future meeting. The motion failed by a vote of three to two. Chairman Feezor, Commissioner Pittman and Commissioner Standridge voted against the motion and Commissioners Stone and Loflin voted for the motion.

The Chairman then called for a vote on the original motion to appoint Terry Byrum, Donnie Baucom, and Patrick Brown.

Chairman Feezor asked for information on Patrick Brown. Commissioner Pittman stated that he is a volunteer at Jackson Volunteer Fire Department and a manager at Furniture Factory World.

Chairman Feezor asked if Commissioner Pittman would consider an amendment to hold the appointment of Patrick Brown until the next meeting.

Commissioner Pittman stated he would prefer to complete the slate since the Fire Commission has a lot of work planned in this fiscal year.

Commissioner Loflin pointed out that what would be happening is that Mr. Gaddy who has been instrumental in establishing the EMS and First Responders would be replaced and voiced concern about removing someone who has rendered such valuable services.

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Commissioner Pittman stated that Mr. Gaddy has served a number of terms and has been a valued member; however, he said it is his opinion and some of the members of the commission, the Commissioners should rotate new blood to the Fire Commission to encourage more community involvement.

The Chairman called for a vote on the original motion. The motion failed by a vote of two to three. Commissioners Pittman and Standridge voted for the motion. Chairman Feezor, Commissioner Loflin and Commissioner Stone voted against the motion.

Commissioner Loflin nominated and moved the appointment of Terry Byrum, Don Gaddy, and Donnie Baucom.

The Chairman called for a vote on the motion. The motion failed by a vote of three to two. Chairman Feezor, Commissioner Standridge, and Commissioner Pittman voted against the motion. Commissioner Stone and Commissioner Loflin voted for the motion.

Commissioner Pittman moved that Terry Byrum and Donnie Baucom be appointed to the two original positions and that the appointment of the third position be tabled until the next meeting. He asked that the vote be taken individually rather than in block.

Chairman Feezor thanked him for the compromise stating that he respects the Fire Commissioner's prerogative to select the members but needed an opportunity to review the nominees.

The Chairman called for a vote on Terry Byrum. Mr. Byrum received five votes and was unanimously appointed to the Fire Commission.

The Chairman called for a vote on Donnie Baucom. Mr. Baucom received four votes. Commissioner Loflin voted against the appointment of Mr. Baucom.

FIRE FEE BOUNDARIES

Commissioner Pittman explained the Fire Commission has unanimously approved the fire boundaries as submitted and recommended and moved the approval of the amended fire fee lines for Beaver Lane Fire Response District and New Salem Fire Response District. The motion was passed unanimously.

BEAVER LANE FIRE RESPONSE AREA AND FIRE FEE DISTRICT

Beginning at a point (1) on SR#1002 Ansonville Road at its intersection with SR#1749, Thomas Helms Road; thence, northeasterly to a point (2) on SR#1750, Medlin Roberts Road 0.1 mile south of its intersection with SR#1002, Ansonville Road; thence, to a point (3) on SR#1002, Ansonville Road at its intersection with SR#1632 Lawyers Road; thence, northerly to a point (4) on SR#1748, Staton Road 0.2 mile north of its intersection with SR#1002, Ansonville Road; thence, northerly to a point (5) on Highway 205 0.1 mile north of its intersection with SR#1745, Lucy Short Cut Road; thence, to a point (6) on SR#1745, Lucy Short Cut Road at the bridge over Salem Creek (also known as Niggerhead Creek); thence, northeasterly along SR#1745, Lucy Short Cut Road to a point (7) at the intersection of SR#1745, Lucy Short Cut Road and SR#1726, Old Goldmine Road, including all properties adjoining and/or accessed from either side of Lucy Short Cut Road between points (5) and (7); thence, westerly to point (8) on SR#1002, Ansonville Road at the bridge over Gourdvine Creek 1.2 mile northeast of the intersection of SR#1002, Ansonville Road and SR#1726, Old Goldmine Road; thence, northeasterly following SR#1002, Ansonville Road to a point (9) on SR#1002, Ansonville Road at the Union County-Anson County Line, including all properties adjoining and/or accessed from either side of Ansonville Road between points (8) and (9); thence, southerly following the Union County-Anson County Line to a point (10) on SR#1906, Rushing Road at the Union County-Anson County Line; thence, southwesterly following SR#1906, Rushing Road to a point (11) at the intersection of SR#1906, Rushing Road and SR#1985, Shelf Road; thence, westerly along SR#1985, Shelf Road to a point (12) at the intersection of SR#1985, Shelf Road and SR#1005, Landsford Road; thence, northerly following SR#1005, Landsford Road to a point (13) on SR#1005, Landsford Road 0.1 mile north of its intersection with SR#1934, Camden Road (at the bridge over Barkers Branch); thence, westerly following Barkers Branch to a point (14) at the bridge over SR#1929, Philadelphia Church Road 0.4 mile south of its intersection with SR#1936, Blair Road (at the bridge); thence, northerly to a point (15) on SR#1903, Gilboa Road at its intersection with SR#1936, Blair Road; thence, northwesterly to a point (16) on SR#1937, Old Pageland-Marshville Road at its intersection with SR#1947, Faulks Church Road; thence, to a point (17) on SR#1947, Faulks Church Road at its intersection with SR#1754, Forest Hills Road; thence, northerly following SR#1745, Forest Hills School Road to a point (18) on SR#1745, Forest Hills School Road at its intersection with SR#1957, Old Monroe-Marshville Road; thence northwesterly to a point (19) on SR#1745, Forest Hills School Road at its intersection with SR#1740, Old Highway Road; thence, northeasterly to a point (20) on U.S. Highway 74 0.9 mile east of its intersection with SR#1745, Forest Hills School Road (at the creek) including any property on SR#1958,

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Helms-Efird Road; thence, northerly to a point (21) on SR#1751, Austin Grove Church Road at its intersection with SR#1753, Phifer Road; thence, northerly to the point of beginning.

NEW SALEM FIRE RESPONSE AREA

Beginning at a point (1) on the Union County-Stanly County Line (Rocky River) at Crooked Creek; thence easterly, following Rocky River to a point (2) on Rocky River at the intersection of the Union, Stanly, and Anson County Lines; thence southerly following the Union County-Anson County line to a point (3) on the Union County-Anson county Line where SR#1002, Ansonville Road crosses the county line; thence, southwesterly following SR#1002, Ansonville Road to a point (4) on SR#1002, Ansonville Road 0.5 mile west of its intersection with SR#1719, Marshville-Olive Branch Road) at the bridge over Gourdvine Creek), excluding all properties adjoining and/or accessed from either side of Ansonville Road between points (3) and (4); thence westerly to a point (5) on SR#1745, Lucy Short Cut Road, at its intersection with SR#1726, Old Goldmine Road; thence, southwesterly following SR#1745 Lucy Short Cut Road to a point (6) on SR#1745, Lucy Short Cut Road 1 mile northeast of its intersection with Highway 205 (at the bridge over Salem Creek, also known as Niggerhead Creek); thence, southwesterly to a point (7) on Highway 205, 0.1 mile north of its intersection with SR#1745, Lucy Short Cut Road, excluding all properties adjoining and/or accessed from either side of Lucy Short Cut Road between points (5) and (7); thence, southwesterly to a point (8) on SR#1748, Staton Road 0.9 mile south of its intersection with SR#1747, Pleasant Grove Church Road; thence, southwesterly to a point (9) at the intersection of SR#1002, Ansonville Road and SR#1632, Lawyers Road; thence, northwest to a point (10) at the intersection of SR#1632, Lawyers Road and SR#1747 Pleasant Grove Church Road; thence westerly to a point (11) on SR#1632, Lawyers Road 0.3 mile east of its intersection with SR#1645, Mills Harris Road, covering both sides of SR#1632, Lawyers Road between point (9) and point (10); thence, northwesterly to a point (12) on SR#1631, Lawyers Road at its intersection with SR#1632, Lawyers Road, covering the north side of SR#1632, Lawyers Road between point (11) and point (12); thence, northwesterly to a point (13) on SR#1630 Austin Chaney Road 0.1 mile south of its intersection with SR#1629 Bert Williams Road; thence northerly to a point (14) on SR#1627, New Salem Road at its intersection with SR#1635, Sincerity Road; thence, northeasterly to a point (15) on SR#1631, Lawyers Road, 0.3 mile northwest of its intersection with SR#1627, New Salem Road; thence, northerly to a point (16) on SR#1642, Carl Polk Road, 0.1 mile southwest of its intersection with SR#1643, Watson Church Road; thence, northwesterly to a point (17) on Highway 200 Morgan Mill Road, at its intersection with SR#1643 Watson Church Road, including all property between points (16) and (17) on SR#1643 Watson Church Road; thence, northwesterly to a point (18) on SR#1653 Zebulon Williams Road, 0.6 mile west of its intersection with Highway 200 Morgan Mill Road; thence, northerly to a point (19) on SR#1001, Love Mill Road, at its intersection with SR#1655, Carriker Road thence, westerly to a point (20) on SR#1655, Carriker Road, 0.1 mile west of its intersection with SR#1547, Brief Road covering both sides of SR#1655, Carriker Road between point (19) and point (20); thence, northwesterly to a point (21) on Highway 218 at its intersection with SR#1606, Sikes Mill Road; thence, northerly to a point (22) on SR#1606, Sikes Mill Road at its intersection with SR#1547, Brief Road; thence, northeasterly to the point of beginning.

MARCH MEETING SCHEDULE

Motion was made by Commissioner Feezor that the first meeting of March be canceled due to a conflicting meeting in Washington, D.C. and, if necessary, that a special meeting be scheduled. The motion was passed unanimously.

Commissioner Loflin stated that there is a meeting in Charlotte of the Carolina Partnership at 5:30 p.m. on March 20 and that he had invited the two new commissioners, Chairman Feezor and Commissioner Stone, to attend. The clerk pointed out that a meeting has already been scheduled and advertised for the Sweet Union 2000 Committee at 4:30 p.m. on that same date. Commissioner Loflin withdrew his invitation to Chairman Feezor and Commissioner Stone.

Commissioner Pittman moved approval of the request from the Vietnam Veterans Association to use the old courthouse property on Memorial Day and encouraged the citizens of this County to support the veterans and pay tribute to those individuals who have given their lives representing their country.

Commissioner Stone supported Commissioner Pittman's motion and stated that the Marine veterans are organizing to assist in this celebration.

Commissioner Standridge stated that at one of the last meetings of the previous board he had asked the chairman to appoint a commissioner to serve as liaison between the Board and and the veteran organizations to plan a celebration for Veterans Day.

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The Chairman called for a vote on the motion to approve the Vietnam Veterans Association's request to use the Main Street side of the old courthouse on Memorial Day. The motion was passed unanimously.

MANAGER'S COMMENTS:

Mr. Lewis reviewed the calendar for the upcoming months.

COMMISSIONERS' COMMENTS:

Commissioner Pittman invited the commissioners and citizens of this County to attend the Board of Education's meeting on February 21 to hear Representative Robin Hayes, who is the majority whip, speak to the Board of Education about abstinence until marriage.

Commissioner Standridge reminded the other Commissioners that the previous Board had made a commitment to match the \$2.5 million in funds for the Community College and unless this Board acts to change that commitment, it is still a valid commitment to the community college.

Commissioner Loflin countered that he thought the Board had met its commitment by placing on the ballot the question of funding the community college. He pointed out that it had been defeated by the voters of this county.

Commissioner Loflin read a letter from the Mooresville Regional Office, Ground water Section, which stated that it had been notified by Envirosoil, Inc. of Envirosoil's desire not to seek renewal of its permit for remediation of petroleum contaminated soil by land application. The letter further stated that upon notification that all disposal areas are remediated to below regulatory levels, the permit will be rescinded. He explained that this would mean that Union County has seen the last of land farming in Union County until someone else makes an application.

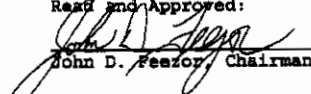
Chairman Feezor stated that barring objections from Board members he is appointing Commissioner Standridge to coordinate Union County's 1995 Veterans Day activities.

Commissioner Pittman asked that the resolution opposing illegal aliens be placed on a future meeting agenda. He said that on the 9th, 10th, and 11th of this month that he had been invited to Washington, D. C., to participate in a conference on the unfunded mandate issues. He invited anyone else who would wish to attend.

Motion was made by Commissioner Pittman that the meeting be adjourned. The motion was passed unanimously.

Read and Approved:

Attest:


John D. Feezor, Chairman


Barbara W. Moore, Clerk to the Board

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Union County, North Carolina
Capital Improvement Plan - Conceptual
2010-2013

B	C	D	F	G	H	I	J	K	L	M
1			Thru 6/23/2009					1-4 Years		
2			PTD Total	1	2	3	4	CIP	CIP	
3	Project Title	Project Estimate	Inc. Enc.	2009-10	2010-11	2011-12	2012-2013	Sub-Total	Total 4+	
5	WATER PROJECTS									
7	CATAWBA RIVER WTP RESERVOIR EXPANSION (RAW 40MG TO 850MG)	17,039,694	705,944	1,010,000	7,561,875	7,561,875		16,333,750	17,039,694	
8	CATAWBA RIVER WTP EXPANSION (18 TO 27 MGD)	17,736,080	72,120	188,210	771,825	8,487,875	8,216,250	17,883,960	17,736,080	
9	ANSON IMPROVEMENTS (SHORT-TERM APPROX. 2.0 TO 4.0 MGD)	6,130,290	785,440	2,572,425	2,672,425			5,344,850	6,130,290	
10	ANSON INFRASTRUCTURE (DELIVER 6 MGD)	3,200,000			3,200,000			3,200,000	3,200,000	
11										(99,000,000)
12	WATER MASTER PLAN UPDATES	300,000	-	300,000				300,000	300,000	
13	WEDDINGTON ELEVATED STORAGE TANK (1 5MG)	5,222,197	317,697	1,594,500	1,650,000	1,650,000		4,904,500	5,222,197	
14	SELF HELP PROGRAM			500,000	100,000	500,000	500,000	1,600,000	1,600,000	
15	BULK WATER STATIONS	743,936	23,936	40,000	340,000	340,000		720,000	743,936	
16	SMITH FARM RD WATER LINE	99,200	9,200	90,000				90,000	99,200	
17	MISCELLANEOUS WATERLINE REPLACEMENTS			500,000	500,000	500,000	500,000	2,000,000	2,000,000	
18	HWY 84 24" WATERLINE RELOCATION	189,162	29,162		180,000			180,000	189,162	
19	HEMBY BRIDGE WATER MAIN REPLACEMENT	421,430	59,430	362,000				362,000	421,430	
20	42" TRANSMISSION MAIN RELOCATION @ SC 5	274,000		54,000	220,000			274,000	274,000	
21	DODGE CITY WATER	229,150	150	229,000				229,000	229,150	
22	MISCELLANEOUS WATERLINE INFILL PROJECTS			500,000	500,000	500,000	500,000	2,000,000	2,000,000	
23	MINERAL SPRINGS PUMP STA AND ELEVATED TANK (6 MGD PS/1 0MG TANK)	5,050,000			400,000	650,000	4,000,000	5,050,000	5,050,000	
24	WESTERN UNION SCHOOL ROAD TRANSMISSION MAIN	1,204,000				184,500	1,039,500	1,204,000	1,204,000	
25	BUCKBOARD/NC 75 TRANSMISSION MAIN	1,534,000				247,000	1,287,000	1,534,000	1,534,000	
26	HWY 75 BOOSTER PUMPING STATION UPGRADE (1.5 TO 5 MGD)	1,978,000				394,000	1,584,000	1,978,000	1,978,000	
27	ALTAN TRANSMISSION MAIN	590,000				95,000	495,000	590,000	590,000	
29		162,740,442	2,102,382	8,550,135	18,675,925	21,540,250	18,471,750	87,238,060	69,340,442	
31	SEWER PROJECTS									
33	EAST UNION COUNTY COLLECTION SYSTEM IMPROVEMENTS	15,340,610	510,610	3,780,000	3,300,000	850,000		7,930,000	8,440,610	(6,900,000)
34	REPLACE EXISTING TALLWOOD WWTP	1,850,750	35,750	900,000	915,000			1,815,000	1,850,750	
35	REFURBISH SUBURBAN ESTATES PUMP STATION 1	445,200		445,200				445,200	445,200	
36	12 MILE CREEK WWTP EXPANSION (6 TO 9 MGD)	29,499,300	99,300	700,000	800,000	800,000	800,000	3,100,000	3,189,300	(28,300,000)
37	ADDITIONAL CAPACITY CMU SYSTEM (1 TO 3 MGD)	7,100,000			7,100,000			7,100,000	7,100,000	
38	12 MILE WWTP PUMP STATION & FORCE MAIN TO CMU (DIVERSION)	5,984,944	344,944	1,170,000	4,470,000			5,640,000	5,984,944	
39	CITY OF MONROE WWTP PARTNERING (2.85 TO 7.85 MGD)	27,025,000		250,000	250,000			500,000	500,000	(26,525,000)
40	NORTH UNION COUNTY WASTEWATER TREATMENT CAPACITY 3MGD	48,404,948	657,481	750,000	8,000,000	1,000,000	1,000,000	8,750,000	9,407,481	(38,997,467)
41	EXPAND OPERATIONS CENTER	3,600,000	25,200	88,800	75,000			143,800	169,000	(3,431,000)
42	UPGRADE POPLIN ROAD PUMP STATION	730,000				68,750	28,750	97,500	97,500	(632,500)
43	POPLIN ROAD FORCEMAIN	2,879,200				353,800	109,800	463,600	463,600	(2,415,600)
44	CROOKED CREEK PUMP STATION	2,536,800				175,700	95,700	271,400	271,400	(2,265,400)
45	CROOKED CREEK FORCE MAIN	7,384,000				649,000	250,000	899,000	899,000	(6,485,000)
46	STORMWATER INFRASTRUCTURE MAPPING	250,000		100,000	150,000			250,000	250,000	
47	DLOE SYCAMORE WWTP REHABILITATION	185,000		185,000				185,000	185,000	
48	EAST FORK 12 MILE CREEK PARALLEL TRUNK SEWER	3,448,500			2,071,000	1,377,500		3,448,500	3,448,500	
49	PURCHASE, INSTALL AND START-UP OF MAINTENANCE SOFTWARE	50,000		50,000				50,000	50,000	
50	MISCELLANEOUS FLOW MONITORING, HYDRAULIC MODEL CALIBRATION	220,000		110,000	110,000			220,000	220,000	
51	SEWER MASTER PLAN UPDATE	350,000		175,000	175,000			350,000	350,000	
52	GRAVITY SEWER DEESE COURT PUMP STATION OFF-LINE	217,000			217,000			217,000	217,000	
53	MISCELLANEOUS SEWER REHABILITATION			125,000	125,000	125,000	125,000	500,000	500,000	
54	HUNLEY CREEK WWTP DECOMMISSION	120,000			120,000			120,000	120,000	
55	MARSHVILLE FLOW MONITORING AND PIPE REHABILITATION	270,000			270,000			270,000	270,000	
57		157,871,252	1,673,285	8,789,000	26,148,000	5,399,750	2,409,250	42,748,000	44,419,285	
59		320,611,695	3,775,667	17,339,135	44,823,925	28,940,000	20,881,000	109,984,060	113,759,727	
139	SOURCES OF FUNDING									
140	BEGINNING BALANCE CASH BALANCE		31,126,574	27,350,907	34,538,607	(3,177,318)	(0)	27,350,907	31,126,574	
141										
142	TRANSFERS IN FROM WATER/SEWER OPERATING & GENERAL FUND			3,228,820	3,085,000	5,171,679	4,458,893	15,944,392	15,944,392	
143	CAPITAL CONTRIBUTIONS FROM DEVELOPERS/MUNICIPALITIES/AGENCIES			1,592,450	4,023,000		3,099,887	8,715,337	8,715,337	
144	REVENUE BONDS			19,705,565		24,945,839	13,322,220	57,973,424	57,973,424	
145				24,526,835	7,108,000	30,117,318	20,881,000	82,633,153	82,633,153	
146										
147	ENDING BALANCE CASH BALANCE		27,350,907	34,538,607	(3,177,318)	(0)	(0)	109,984,060	113,759,727	

7c & b
3-15-10

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 15, 2010

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

SUBJECT: Comprehensive Water and Wastewater Master Plan

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

ATTACHMENT(S): Task Order No. 6 **INFORMATION CONTACT:** Ed Goscicki

TELEPHONE NUMBERS:
704-296-4212

DEPARTMENT'S RECOMMENDED ACTION: Accept scope of services from engineer and allow the County Manager to execute the Task Order upon legal review.

BACKGROUND: Union County Public Works presented a review of the Utility Capital Improvement Plan for 2010-2013 at the BOCC workshop on October 21, 2009. The Board adopted the plan which included the Comprehensive Water and Wastewater Master Plan. The comprehensive plan will provide an assessment of the utility and provide an intergrated plan for achieving Union County's overall goal of a consolidated approach to the operation. The intergrated plan will provide a holistic vision for Union County's water resources development and utilization and will serve as a guide to future system development and investment decisions. The plan will be based on a 20 year planning period beginning in 2010. The primary components included in the plan are: 1. Development of an intergrated water resources management plan that optimizes water supply alternatives with wastewater reuse and disposal and demand management strategies within the framework of the inter basin transfer restrictions. 2. Development of system growth projections based on planning from serving communities within the County, on the updated County-wide Land Use Plan, and on other independent economic and area-wide growth assessments. 3. Development of reliable and cost effective water and wstewater system capacity solutions for Union County in accordance with the recently updated County-wde Land Use Plan and the development plans of the municipalities they serve. 4. Development of water and wastewater system development plans to establish the major improvements necessary for each system to meet the level of service needs and future growth. 5. Development of a comprehensive, high-level fiscal plan that evaluates and recommends funding alternatives for the implementation of the Master Plan. 6. Development of a Capital Improvement Plan (CIP) for the first 10 years that matches long-term capacity needs. This work will be completed in 12 months from the notice to proceed, with a early-out docment submitted

to the county at the six month timeframe.

FINANCIAL IMPACT: \$870,000.00 This amount is within the current budget approved, provided that we combine the total cost of the Master Plan with the current budget for micellaneous flow monitoring as shown in the current CIP.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

TASK ORDER # 6

This Task Order pertains to an Agreement by and between UNION COUNTY, NC (OWNER) and BLACK & VEATCH INTERNATIONAL COMPANY (ENGINEER), dated January 21, 2002 (the Agreement). ENGINEER shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below. Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Agreement.

TASK ORDER NUMBER: 6

PROJECT NAME: Comprehensive Water and Wastewater Master Plan

PART 1.0 PROJECT DESCRIPTION

Development of a Comprehensive Water and Wastewater Master Plan that will provide an assessment of each of the utility's service areas (water supply, water treatment and distribution, wastewater collection, wastewater treatment and disposal, and residuals/biosolids management) and provide an integrated plan for achieving Union County's overall goal of achieving a consolidated approach to all facets of its operation. The integrated plan will provide a holistic vision for Union County's water resources development and utilization and will serve as a guide to future system development and investment decisions. The plan will be based on a 20 year planning period beginning in 2010.

The Comprehensive Water and Wastewater Master Plan will include the following primary components:

- Development of an integrated water resources management plan that optimizes water supply alternatives with wastewater reuse and disposal and demand management strategies within the framework of the inter basin transfer restrictions.
- Development of system growth projections based on planning from serving communities within County, on the updated County-wide Land Use Plan, and on other independent economic and area-wide growth assessments.
- Development of reliable and cost effective water and wastewater system capacity solutions for Union County in accordance with the recently updated County-wide Land Use Plan and the development plans of the municipalities they serve.
- Development of water and wastewater system development plans to establish the major improvements necessary for each system to meet the level of service needs and future growth.

- Development of a long-term high-level residuals and biosolids management plan to provide for flexible, cost effective treatment and disposal of water and wastewater solids in a sustainable manner.
- Development of a comprehensive, high-level fiscal plan that evaluates and recommends funding alternatives for the implementation of the Comprehensive Master Plan including balancing of the impacts to the current rate payer, impact fees to new developments, and issuance of new debt.
- Development of a Capital Improvement Plan (CIP) for the first 10 years that matches long-term capacity needs with planned growth pattern and projections as identified in the County-wide Land Use Plan and other population growth projections.

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT

The services to be provided in each phase of this Task Order No. 6, in addition to those basic services listed in the Agreement, will be as follows:

- Phase 100: Project Management and Administration
- Phase 200: Concept Development
- Phase 300: Scenario Development & Screening
- Phase 400: Comprehensive Master Plan Development

Phase 100: Project Management and Administration

Deliverables:

- Project Manual
- Data Request Memorandum
- Progress Reports
- Meeting Minutes

Task 101 – Project Administration

Black & Veatch will perform general administrative duties associated with the project, including progress monitoring, scheduling, general correspondences, office administration and invoicing. At the outset of the project, Black & Veatch will develop a Project Manual and conduct a project initiation meeting. The objective of the Project Manual will be to provide all project participants with a management framework for the project. The Project Manual will include materials such as:

- Project scope.
- Contract.
- Contact information.
- Communication protocols.
- Identify leadership team, workgroups (stakeholders, regional partners, focus groups, etc) as may be desired by Black & Veatch and Union County to provide communication with appropriate Union County staff
- Deliverables schedule and tracking worksheet.
- Project schedule.
- Electronic and hard copy document handling procedures.

Black & Veatch will maintain an accurate project documentation and project cost accounting system throughout the project to include the following:

- Maintain a project filing system throughout life of Project to use for storage and retrieval of Project documents.
- Prepare monthly invoices for engineering services in format acceptable to Owner.
- Provide Project Cost Trend Reports at project review meetings. Trend Reports shall include a concise summary of unanticipated and Owner-requested changes to the scope of work and cost of each item. If scope changes are made, the fee will be reviewed and adjusted as necessary and acceptable to both Union County and Black & Veatch.

Task 102 – Project Initiation Meeting

Black & Veatch will schedule and facilitate a project initiation meeting. The meeting will be held at Union County's offices. The objectives of the meeting include:

- Identify and meet key team members from Union County and Black & Veatch.
- Establish the project roles and communication channels.
- Identify and discussion of the project objectives and scope.
- Review planned activities.
- Review data provided by Union County to date and identify additional requirements.
- Develop a master project schedule based on the preliminary schedule included within Black and Veatch's proposal.
- Conduct technical discussions as possible to facilitate key project tasks.

Black & Veatch will prepare the initiation meeting agenda in advance and issue meeting minutes for distribution afterward. Black & Veatch will also follow-up on action points from the meeting.

Task 103 – Data Request List

A copy of the preliminary Data Request List was provided in Black and Veatch's proposal. This list will be refined at the outset of the project and reviewed during the Project Initiation Meeting. Data will be tracked by Black & Veatch until all items are received. All data will be uploaded to the electronic database system (Cygnet) for ease of access by all. The Data Request List tracking form will be stored on Cygnet with all documents for ease of updating and communication.

Task 104 – Project Schedule

Black & Veatch will prepare and distribute a detailed project execution schedule for the project based upon the final project workflow and input from Union County. The project schedule will identify the following information:

- Key project tasks and deliverables.
- Critical dates for data submission and decisions by Union County.2
- Meetings and workshops.

The project schedule will be reviewed and revised during the Project Initiation Meeting and will be updated at key project milestones.

Task 105 – Progress Reports

Black & Veatch will prepare and submit monthly progress reports and updated project schedule to Union County. The progress reports will include a brief description of the work performed in the proceeding month and the work planned for the upcoming month. The report will indicate the status of each activity shown on the schedule and an estimate of the percent completion of on-going activities. The progress report will identify critical data needs and list any problems, unresolved issues, or decisions necessary to progress the work.

Task 106 – Project Status and Planning Meetings

Black & Veatch will schedule periodic meetings, workshops, or conference calls to provide for efficient interaction of key project team members to:

- Discuss project status and facilitate project workflow.
- Facilitate key decisions with Union County/Black & Veatch management staff.
- Promote exchange of technical information regarding key aspects of the project.
- Review project deliverables.
- Review, evaluate and select alternatives and strategies upon which to progress the plan.

The types and frequency of meetings, workshops, or conference calls will be discussed and established at the Project Initiation Meeting. This will be somewhat dependent on the involvement of key stakeholders and the identification and interest of regional partnerships. Leadership team meetings will be attended by various combinations of Union County utility staff and Black & Veatch. Stakeholder meetings are anticipated to be attended by the leadership team and potentially Union County Board members, County Manager, Planning Director, Finance Director, and Staff Attorney. It is understood that meetings are an essential tool for facilitating exchange of information between various team members, but will be focused on timely and effective exchange of technical information and decision making at key times throughout the projects. Meetings will also be used for periodic review of the progress of the project and present the work status relative to budget and schedule. These updates will include Project Team members who are performing the work and the management team. At times where specific technical meetings are held and can be held in concert with monthly status and planning meetings, this will be done to reduce cost.

The following meetings are anticipated and budgeted:

- 8 Leadership Team Meetings
- 3 Stakeholders Meetings
- 0 Regional Partnering Meetings
- 1 Regulatory Meeting

Task 107 – Community Outreach Program

In the development of the Comprehensive Master Plan, Union County desires to understand the short-term and long-term visions, planning, and goals of the communities and towns they serve. Black & Veatch will assist Union County with this community outreach program. The following activities are anticipated and budgeted as part of the community outreach program:

- Leadership team workshop to discuss size, services, anticipated current and future needs of the serving communities, and anticipated impacts and associated strategies for incorporating these future needs into the comprehensive planning. Each of the twelve serving communities will be discussed and addressed separately.
- Black & Veatch will create and distribute to each community an informational document expressing the desires and goals of Union County and of the comprehensive planning project.
- Union County and Black & Veatch will conduct community outreach meetings with each community to obtain their individual visions, goals, and plans for their community. Meetings will be conducted in groups of 3 to 5 communities that share common economical, geographical, or growth expectations. Engineer has included 4 community outreach meetings.

Task 108 – Presentations to Union County Board of Commissioners

Engineer will provide slides, in Power Point format, of the key figures and tables developed in the normal progress of the project and assist Union County staff in the development of their presentations to the Union County Board of Commissioners. Up to three Board Meeting presentations are included, the presentation of the Final Comprehensive Master Plan and two progress update presentations.

Task 109 – Field Investigations

Interceptor Flow Metering. Perform, through a subcontract, interceptor flow metering to assist in the calibration of the wastewater collection system model and in the condition assessment of the collection system. A total of 15 temporary flow meters and 5 temporary rain gauges operated for duration of 90 days are anticipated. Engineer has included \$88,000 for subconsultant costs associated with flow metering.

Surveying Services. No field surveying services will be performed. The majority of the existing manhole rim and invert elevations are already contained within the wastewater collection hydraulic model. Newer sewer installations that are not currently modeled are well documented by as-built drawings. Engineer has not included any costs associated with surveying services.

Task 110 - Quality Assurance/Quality Control

Black & Veatch will maintain continuous control over the quality of all work effort and project deliverables. This will include oversight and review by the lead technical engineer(s) and project manager, and for some tasks, senior technical and managerial staff. In addition to this overall level of quality assurance, Black & Veatch will provide specific review and quality control throughout the project at key project milestones.

Phase 200: Concept Development

The concept development phase of the project will be focused on performing preliminary tasks necessary to provide the basis for identifying and screening of subsequent planning scenarios. The primary objectives will be separately assess each utility service area (water supply, water treatment and distribution, wastewater collection and treatment, biosolids/residuals management, utility financial planning) to determine the current conditions and needs to meet desired level of performance. Additionally, independent strategies will be developed for each utility service area based on the assessments and understanding of long-term objectives and growth. These service area strategies will be used to develop utility-wide planning scenarios during Phase 300.

Deliverables:

- Population/Growth Projection Technical Memorandum
- Level of Service/Performance Criteria Memorandum
- Preliminary Assessment Technical Memorandums (Financial, Existing Water System Capacity and Condition, Existing Wastewater System Capacity and Condition, Regulatory Constraints/Drivers, etc)
- Utility Service Area Planning Strategies Technical Memorandum
 - Water system strategies
 - Wastewater system strategies
 - Water resource planning strategies
- Use of Reclaimed Water Strategies Technical Memorandum
- Preliminary Financing Strategies

Task 201–Population/Growth/Demand Projections

Population Projections. Black & Veatch will review data from Union County’s previous planning documents, current planning documents, current population distribution, and population projections. Subsequently, a meeting will be held with the Union County staff to review existing planning, development and population projection data and to identify strategies for developing sound planning level population/growth projections for the project. Planning level populations for the planning years will be developed in the following manner:

1. Use available population and growth statistics and projections developed as part of the draft Comprehensive Land Use Plan provided by Union County.
2. With information, participation and approval from the County staff, develop the boundaries of the future service areas to be populated in the future planning years and designate whether the future service area is to be served water only, wastewater only, or water/wastewater service. Within this process, the County will designate whether existing well and septic customers will remain onsite service and transition to public water and sewer and the planning year of the transition.
3. Secure the latest planning level population projections for Union County based on local/regional planning organization information such as the Metrolina Council of Governments and from local future land use plans developed by the various Towns, Village and Cities within Union County.
4. Using the best available future land use information, develop planning level populations as water only, wastewater only or water/wastewater service for each planning year.

A workshop will be held to review preliminary population projections with Union County staff and leadership team to refine the projections to adequately reflect current economic conditions. The jointly established population projections and population distribution

will be used for developing and screening water supply, treatment, and transmission and wastewater conveyance, treatment, and disposal scenarios.

Review Water Demand Data. Review available water production records and system operating logs to determine historical average day, maximum day, and peak hour water demands. Also review metered water sales records to identify historical customer consumption and unit water consumption by customer classification (residential, commercial, and industrial). Identify and analyze the largest users individually. Identify historical non-revenue water by comparing consumption and production records. Compare water production to wastewater flow to determine wastewater return rates.

Establish Existing and Future Water Demands. Water demands for base year (2009) and design years 2015, 2020 and 2030 will be established with the Owner. Based on the population projections and historical water demand characteristics, establish water average day, maximum day, and peak hour demands for the selected base and design years. Water Demands will be developed by combining a forward looking (based on population projections and unit consumption) and backward looking (based on historical water demands extrapolating forward based on system growth rates) approach.

Establish Existing and Future Wastewater Flow. Dry-weather wastewater flow for base year (2009) and design years 2015, 2020 and 2030 will be established with the Owner. Based on the population projections and historical wastewater flow patterns, establish annual average and maximum month flows at the WWTPs and wastewater flows at designated points in the collection system for the base and selected design years. Wastewater flows will be developed by combining a forward looking (based on population projections, per capita wastewater production rates, and estimated maximum month peaking factors) and backward looking (based on historical tap analysis extrapolating forward based on system growth rates) approach.

Population/Growth Projection Technical Memorandum. Prepare and submit to the Union County a technical memorandum for Growth Projections, for review and comment. The TM will include a summary of the established population projections, a summary of the historical water demands and wastewater flows, list of assumptions, description of the unit water consumption and unit wastewater production rates calculations, and estimates of the water demands and dry-weather wastewater flows for the base year (2009) and design years, 2015, 2020 and 2030. The TM will be incorporated into the final report upon Union County acceptance. The growth projections and corresponding water demand projections and wastewater flow projections must be approved by Union County before proceeding with Phase 300 tasks.

Task 202–Existing Water System Assessment

Black & Veatch will conduct assessments of the existing water supply, treatment and distribution systems for the purposes of identifying existing physical facility needs. This

task will also involve updating and calibrating the County's water distribution system model and developing a base-year (2009) scenario of existing system conditions. The primary purpose of this task is to develop an understanding of existing water system needs assuming no new customers are served by the water system in the future. The following subtasks will be completed as part of the existing water system assessment.

Assess Condition of Physical Water System Facilities. Black & Veatch will review available documents and reports pertaining to the water supply facilities, water treatment plant(s), pumping stations, and storage tanks and conduct field inspections with Union County staff for the purposes of understanding the current capacity, ease of expandability, and physical condition of each facility. A summary of existing facilities, capabilities, and conditions will be provided in the water system assessment technical memorandum along with base-year needs for each facility to meet existing water demands, performance criteria or regulatory criteria as applicable.

Update Water Distribution System Inventory and Data. Union County will provide up-to-date inventory information in GIS (where available) or paper system map format for all existing pipes. Union County will provide additional information about the water distribution system, including pump curves and construction drawings for treatment, pumping and storage facilities, as needed and assist in establishing priorities for collection of additional data where existing information is insufficient or incomplete. Black & Veatch will review and compile updated Owner-provided inventory information for inclusion of significant 8-inch and larger water mains installed since 2005 into the hydraulic model. Union County will review and confirm final inventory information for use in evaluating the existing water system, as needed.

Water Model Update and Verification/Calibration. The existing water distribution system model will be updated and calibrated to validate the model accurately simulates the existing system. The following tasks will be completed as part of this effort:

- Black & Veatch will update the existing water model using the information compiled in the previous subtask. WaterGEMS software by Bentley will be used to perform the modeling for this project. Black & Veatch will also update the existing system demands and allocate projected water demands to the distribution nodal network in consultation with Union County's staff. Union County's staff will review the accuracy of the model inventory information prior to modeling simulations.
- After the inventory has passed the County's accuracy review, the model will be used to simulate existing system conditions, calibrate the model, and verify the model accurately simulates the existing system. Union County will provide system operational data (i.e. SCADA data) from a recent maximum or high demand day for the initial model calibration effort. Model input parameters will be adjusted as necessary to ensure the updated model adequately simulates existing system

conditions based on the Black & Veatch's judgment. The initial model calibration effort will focus on the water transmission system (i.e. 12-inch and larger mains) to provide a model that can be used relatively quickly for the Phase 300 Scenario Development & Screening Phase Services.

- The need for additional field data (i.e. pressure monitoring, hydrant flow tests, C-factor tests, and/or pump performance tests) will be evaluated during the initial model calibration effort and recommendations will be made for field testing to support more detailed modeling, if necessary.

Water System Capacity and Hydraulic Analyses.

- Black & Veatch will work with Union County to establish the basic assumptions, level of service, and performance criteria that will be used to evaluate the system based on County, NCDENR, and/or other water industry standards. Engineer will develop a Level of Service/Performance Criteria Memorandum for approval and acceptance by Union County before proceeding with the capacity and hydraulic analysis.
- Conduct treatment, pumping, and storage capacity analyses for the base-year (2009) to evaluate the adequacy of existing facilities and to identify any deficiencies in capacity based on the performance criteria. If additional treatment, pumping, and/or storage capacity is needed, Union County will assist Black & Veatch in identifying appropriate improvement projects and determining where in the system these improvements will be located for the hydraulic modeling.
- Black & Veatch will perform hydraulic analyses for the base-year (2009) using the model to evaluate the ability of the existing transmission system (i.e. 12-inch and larger mains) to deliver maximum day peak hour demands and maximum day demands with a typical system-wide fire flow requirements to all areas of the distribution system and to identify transmission main (i.e. 12-inch and larger) improvements needed to meet the performance criteria.

Existing Water System Assessment Technical Memorandum. Prepare and submit to Union County an Existing Water System Assessment Technical Memorandum for review and comment. The TM will include a summary of the facility condition assessments, water model update and calibration, water system capacity and hydraulic analyses of the base-year (2009) water system, and the needed base-year facility and pipeline improvement projects.

Task 203—Existing Wastewater System Assessment

Black & Veatch will conduct assessments of the existing wastewater collection and treatment systems for the purposes of identifying existing physical facility needs. This

task will also involve updating and calibrating (dry-weather only) the County's wastewater collection system model and developing a base-year (2009) scenario of existing system conditions. The primary purpose of this task is to develop an understanding of existing wastewater system needs assuming no new customers are served by the wastewater system in the future. The following subtasks will be completed as part of the existing wastewater system assessment.

Assess Condition of Physical Wastewater System Facilities. Black & Veatch will review available documents and reports pertaining to the wastewater treatment plants and pumping stations and conduct field inspections with Union County staff for the purposes of understanding the current capacity, ease of expandability, and physical condition of each facility. A summary of existing facilities, capabilities, and conditions will be provided in the wastewater system assessment technical memorandum along with base-year needs for each facility to meet existing flows, performance criteria or regulatory criteria as applicable. Each plant will be evaluated for its ability to meet potential future wastewater regulations as well as reuse regulations.

- ***Update Wastewater Collection System Inventory and Data.*** Union County will provide up-to-date inventory information in GIS (where available) or paper system map format for all existing pipes with a diameter of 12-inch or greater, to include diameter, manhole invert and rim elevations, and pipe slopes that were added since the 2006 planning study or need additional clarity within the existing inventory. Union County will provide additional information about the wastewater collection system, such as construction drawings and capacities for treatment plants, lift stations, and special hydraulic structures, such as diversions and siphons, as needed and assist in establishing priorities for collection of additional data where existing information is insufficient or incomplete. Union County's staff will collect and provide the rim and invert information which will be reviewed by Black & Veatch. Black & Veatch will also review and compile updated Owner-provided information for inclusion into the hydraulic model. Union County will review and confirm final inventory information for use in evaluating the existing wastewater system, as needed.

Wastewater Model Update and Verification/Calibration. The existing wastewater collection system model will be updated and calibrated to validate the model accurately simulates the existing system. The following tasks will be completed as part of this effort:

- Black & Veatch will update the existing wastewater model using the inventory information, wastewater system maps, and other facility information provided by Union County. InfoWorks CS software by MWHSoft (previously Wallingford) will be used to perform the modeling for this project. Black & Veatch will also update the existing system flows and allocate projected wastewater flows to the collection system model pipeline network in consultation with Union County's staff. This will

not include the CMU owned and operated Six-Mile interceptor system which is being modeled by CMU. Union County's staff will review the accuracy of the model inventory information prior to modeling simulations.

- After the inventory has been approved by the County, the model will be used to simulate existing system dry-weather conditions. The model will be calibrated to reasonably simulate the existing system. Union County will provide any available flow data from a recent dry-weather flow period for the initial model verification effort. Model input parameters will be adjusted appropriately to ensure the updated model adequately simulates existing system conditions based on Black & Veatch's judgment. The initial model verification effort will focus on primary interceptors and force mains (i.e. 12-inch and larger gravity pipes, designated pumping stations force mains) to provide a model that can be used relatively quickly for the Phase 300 - Scenario Development & Screening Phase Services.
- It is recognized that additional flow monitoring data is needed to calibrate the model for wet-weather response. Black & Veatch will review the collection system and recommend a temporary flow monitoring and rainfall data collection plan to obtain the additional system data needed. It is currently anticipated that up to 15 flow meters and 5 rain gauges will be recommended. The plan will be submitted to Union County for review and comment and utilized as the basis for subcontracting the needed flow monitoring services.
- After adequate flow and rainfall data are obtained, Black & Veatch will analyze the collected data and perform flow monitoring analyses to include average base sanitary flow (BSF) and diurnal flow patterns, dry-weather infiltration rates, and rainfall dependent infiltration and inflow (RDII) rates per flow meter basin. The flow monitoring analyses results will be incorporated into the model to perform a detailed model calibration and provide a model that can be used for the more detailed Phase 400 -Comprehensive Master Plan Development.
- The hydrologic component will be generated in the model by dry- and wet-weather parameters calculated during the flow monitoring analyses. Model calibration will be achieved at the flow meter sites. Calibration is assessed by providing the model with the collected flow metered data and comparing the simulated flows to those observed at the flow metered sites within the Crooked Creek, Twelve Mile, East Side and Grassy Branch service areas. If the difference between model simulated values and measured values is within the required tolerance, the model will be considered calibrated. It is anticipated that tolerances considered for model calibration shall be -10% to +25% for peak flow and -10% to +20% for volume for dry- and wet-weather events.

Wastewater System Capacity and Hydraulic Analyses.

- Black & Veatch will work with Union County to establish the basic assumptions, level of service, and performance criteria that will be used to evaluate the system based on County, NCDENR, and/or other wastewater industry standards. Engineer will develop a Level of Service/Performance Criteria Memorandum for approval and acceptance by Union County before proceeding with the capacity and hydraulic analysis.
- Conduct treatment and pumping capacity analyses for the base-year (2009) to evaluate the adequacy of existing facilities and to identify any deficiencies in capacity based on the performance criteria. Pumping capacity analyses will be limited to significant regional lift stations and not include smaller stations serving individual developments. If additional treatment and/or pumping capacity is needed, Union County will assist Black & Veatch in identifying appropriate improvement projects and determining where in the system these improvements will be located for the hydraulic modeling.
- Black & Veatch will perform hydraulic analyses for the base-year (2009) using the model to evaluate the ability of the existing primary interceptor and force main system (i.e. 12-inch and larger pipes) to convey a peak flow condition under a 1-year design storm criterion for the Crooked Creek, Twelve Mile, East Side, and Grassy Branch services areas. The model output will include peak system flows, percent capacity used, and estimated parallel and/or replacement relief sewer size to meet the performance criteria.

Existing Wastewater System Assessment Technical Memorandum. Prepare and submit to Union County an existing Wastewater System Assessment Technical Memorandum for review and comment. The TM will include a summary of the facility condition assessments, wastewater model update and calibration, wastewater system capacity and hydraulic analyses of the base-year (2009) wastewater system, and the needed base-year facility and pipeline improvement projects.

Task 204–Water Resources Preliminary Planning Scenario Development

Union County will provide Black & Veatch with previous reports or studies regarding water supply, wastewater disposal, and demand management strategies that may have been completed previously. The goal of this task will be to assess previous and current efforts and couple that with Black & Veatch’s specialized expertise to identify potential future strategies for water supply, demand management, and wastewater disposal/reuse for incorporation into subsequent planning scenario development activities.

Assess and Identify Water Resource Strategies. Black & Veatch will review available documents and reports pertaining to current water supply alternatives and current and previously identified future water supply strategies including reports associated with raw water for water treatment and water reuse alternatives for beneficial use of wastewater effluent. Black & Veatch will review and utilize water supply planning work currently being performed for the County by another consultant. Black and Veatch will produce a high-level update to the “Potential Use of Reclaimed Water” study conducted as part of the 2006 Wastewater Master Plan. Additionally, demand management strategies will be evaluated for potential impact to long-term water resource applications for Union County. Black and Veatch will review current demand management practices and provide additional water reduction strategies for future consideration and implementation. A workshop will be held to review and evaluate potential water resource alternatives for application to Union County’s long term needs for water supply and wastewater disposal and to evaluate potential demand management strategies to be incorporated into planning scenarios.

Task 205–Long-Term Biosolids/Residuals Planning

Black & Veatch will review available reports or planning documents provided by Union County outlining current and future biosolids/residuals treatment and management planning. Current capacity of solids handling and disposal practices will be evaluated for each WWTP and WTP and for the utility as a whole. Future capacity will be assessment based on the growth and development projections developed as part of Task 201.

Assess and Identify Residuals/Biosolids Management Strategies. A workshop will be held to screen additional long-term treatment/management alternatives for residuals/biosolids treatment and management for incorporation into future planning scenarios. Alternatives may include separate or combined treatment, land application, waste to energy alternatives, and others.

Task 206–Preliminary Financial Planning

Data Collection and Review. A key component of the fiscal plan is obtaining and understanding Union County’s existing financial data such as annual financial reports, budgets and capital plans. This task will involve collecting and reviewing basic data to be provided by Union County, including reports by others, historical and current financial information, and operating and capital budgets. Where possible, financial data will be collected in electronic form to avoid duplication of effort with regard to data entry and to ensure data accuracy. Specific activities will include:

- **Data Request.** A list of basic data needed to conduct the fiscal plan will be furnished to the County. The list may include: financial and operating data, historical customer account and billing records, reports by others, audits, projected operating and capital budgets, detailed fixed asset records, bond prospectuses, state

revolving fund (SRF) loan arrangements, debt service schedules, and relevant ordinances.

- **Fiscal Plan Discussion.** During the project initiation meeting, a discussion of current operations, maintenance, capital planning, financing, and rate making policies and goals will be conducted to provide reasonable assurance that work efforts and recommendations recognize and are consistent with established short and long-term County objectives. Potential problem areas, vital issues of concern to the County and other relevant matters will be discussed.
- **Review and Evaluation of Basic Data.** All data received will be reviewed to confirm its completeness and our understanding of historical water and wastewater utility operations and requirements reflected therein. To the extent that our Master Planning efforts may result in changes to information provided, such as long-term capital plans, these changes will be incorporated.
- **Supplemental Data Requests.** As the fiscal plan development progresses, and after initial data are evaluated, requests for additional data and clarifications of initial data received will be submitted, if needed.

Development of Interactive Financial Model. As part of this Phase, Black & Veatch will develop a dynamic spreadsheet mechanism that will simulate financial operation specific to the County's water and wastewater utility system. The spreadsheet mechanism will be completed on a cash flow basis and will consider overall changes in rate revenue requirements to the enterprise fund. The model will be part of a personal computer based financial planning model that will enable staff to periodically revise and update the study and projections of revenue, revenue requirements, capital program or projects, and financial plans. The model can be used to calculate annual rate revenue adjustments or to conduct "what-if" analyses reflecting the impact of changes in significant system variables such as customer growth, revised budgeted revenues and expenditures, allowances for inflation, capital improvement program schedules, and County financial policy decisions.

Black & Veatch will conduct a one-day training session for County staff in the philosophy used to develop the financial planning model.

The intent of the Model is to complete high-level financial planning for the utility enterprise fund. As such, the model will not include a comprehensive cost of service analysis and will not provide results on a per unit or rate basis. The output of the model will focus on the annual rate revenue requirement of the combined water and wastewater enterprise fund.

Preliminary Financial Assessment. Upon completion of the assessment and base-year scenario development for the water and wastewater systems and identification of any

necessary improvements associated with the existing system and its ability to meet the requirements of the base-year (2009) performance criteria and complete any ongoing or planned improvements, Black & Veatch will conduct a preliminary financial assessment to identify the current financial capabilities to fund the base-year scenario improvements based on the current rate structure and funding strategies. Additionally, Black & Veatch will provide a preliminary assessment of Union County's financial capabilities related to fund additional improvements as may be identified during the planning scenario development and screening phase. This assessment will be preliminary in nature but aimed at identify a relative financing level Union County is capable of supporting to be used in subsequent planning scenario screening.

Task 207–Develop Conceptual Utility Service Area Planning Strategies

Black & Veatch with the support of Union County staff will develop conceptual planning strategies to meet future growth/development projections for each utility service area. This will include strategies for water supply, water treatment, wastewater treatment, reuse, and residuals/biosolids treatment/disposal. Planning strategies will be evaluated for applicability with regards to capacity, regulatory considerations, cost, and regional partnerships. Black & Veatch will summarize strategies for each service area and a workshop with Union County will be conducted to review and assess the applicability of each strategy to meet Union County's long term needs for each particular service area. The primary focus will be in identifying potential water supply sources, water treatment capacity options, wastewater treatment capacity options and residuals/biosolids treatment options to serve the future development of Union County to meet future growth projections. Conceptual service area planning strategies will be formulated into utility-wide planning scenarios during Phase 300.

Phase 300: Scenario Development & Screening

Deliverables:

- Planning Scenario Summaries
- “Early-Out” Report
- Preliminary Financial Plan

Task 301: Scenario Identification and Development

Black & Veatch will conduct a scenario development workshop with applicable Union County staff focused on integrating combinations of long term conceptual service area planning strategies that would represent possible long term utility-wide planning scenarios.

Preliminary assessments will be conducted in order to gather qualitative and quantitative information necessary to screen the alternatives in a subsequent task.

Planning Scenario Infrastructure Development. The previously calibrated water and wastewater hydraulic models will be used to identify conceptual distribution and collection system improvements required under each planning scenario. The water system and wastewater system will be segmented into smaller service areas and major transmission mains and wastewater trunk lines will be identified to supply each service area. Preliminary sizing of infrastructure will be based on 2030 growth projections. The objective will be to identify the major transmission and collection system needs for each planning scenario to be able to determine a planning level capital cost estimate for the major buried infrastructure for each planning scenario.

Water and Wastewater Treatment Planning Scenario Development. Each planning scenario will be evaluated to determine the necessary water and wastewater treatment improvements necessary to upgrade/expand existing treatment facilities or construction new facilities in order to provide the required treatment capacity for each planning scenario. This would include any provisions necessary for upgrades to meet future regulations as may be necessary under specific planning scenarios. The objective will be to establish the necessary improvements to meet long-term growth and condition improvement needs and to determine a planning level capital cost estimate for the major improvements.

Planning Scenario Preliminary Cost Development. A planning scenario capital cost summary will be developed for each planning scenario summarizing the major capital projects required to meet the long-term growth objectives for Union County. It is expected the capital cost will represent most major improvements for the future planning scenario to be able to complete a relative comparison during the planning scenario screening process.

Planning Scenario Summary Development. Planning scenario summary worksheets will be developed for each planning scenario identifying the qualitative and economic considerations for each scenario to be used for comparative purposes. The objective will be to develop a 2-3 page summary for each planning scenario to compare and select 2 or 3 planning scenarios that best meet the long-term utility objectives. Each planning scenario summary will include the following information:

- Regulatory improvement requirements
- Water/Wastewater Capacity improvement requirements
- Infrastructure requirements
- Operational summary
- Demand management/reuse considerations
- Growth flexibility

- Water supply, wastewater disposal considerations
- Regional partnership possibilities
- Capital cost summary

Task 302: Planning Scenario Refinement and Selection

Planning Scenario Refinement Workshop. A workshop will be conducted to review each planning scenario and evaluate overall ability of each scenario to meet the long-term needs of Union County customers. The goal will be to screen the planning scenarios to identify the scenarios that provide the best alternatives for meeting the long-term requirements for Union County’s water and wastewater systems through a combination of cost and qualitative considerations. It is anticipated there will be no more than 3 “best fit” planning scenarios selected for further evaluation as a result of the refinement workshop.

Additional “Best Fit” Planning Scenario Evaluations.

- **Financial Impact Assessment.** Using the interactive spreadsheet financial model developed as part of the project, a preliminary financial assessment will be completed for each of the “best fit” planning scenarios to determine the long term financial requirements necessary to successfully implement each scenario. It is anticipated this would include a preliminary long-term utility rate summary demonstrating the impact of the scenario on long term utility rates.
- **Qualitative Assessments.** It is anticipated some additional qualitative evaluations may be necessary to be comfortable determining the final preferred planning scenario to be used for the final Comprehensive Master Plan.

Stakeholder Planning Scenario Presentation and Refinement. Black & Veatch will work with Union County staff to present to the key stakeholders the “best fit” planning scenarios along with the analysis and evaluations conducted in order to determine the preferred utility planning scenario. The objective of this task will be to gain consensus regarding the utility planning scenario to be utilized for the Comprehensive Master Plan. It may be necessary to make refinements to the preferred scenario based on input from the stakeholders. An iterative approach will be utilized as necessary until the preferred planning scenario is refined to a point the key stakeholders are in agreement with the final scenario and the detailed Master Plan can then be developed. An “early out” report will be generated during this phase of the project summarizing the selected planning scenario indentifying the major capital projects and preliminary long-term financing plan.

Phase 400: Comprehensive Master Plan Development

Deliverables:

- Final Comprehensive Water and Wastewater Master Plan Report

- Comprehensive Fiscal Plan
- Financial Planning Model

Upon approval and acceptance of the preferred long-term utility planning scenario by the key stakeholders, the Comprehensive Water and Wastewater Master Plan will be developed based on the selected planning scenario.

Task 401: Future Water System Capacity and Hydraulic Analyses and CIP Input

- Performance criteria developed as part of Phase 200 will be used to identify and phase future system improvements.
- Black & Veatch and Union County will establish the basic assumptions and performance criteria that will be used to evaluate the water system based on County, NCDENR, and/or other water industry standards. Union County will provide Black & Veatch with system fire flow requirements for each area of the system (i.e. most recent ISO Survey).
- Conduct treatment, pumping, and storage capacity analyses for each design year (2015, 2020, and 2030) to evaluate the adequacy of existing facilities and to identify any deficiencies in capacity based on the performance criteria. A workshop will be held between Union County staff and the Black & Veatch project team to identify appropriate improvement projects and determine where in the system these improvements will be located for the hydraulic modeling.
- Black & Veatch will perform hydraulic analyses for each design year (2015, 2020, and 2030) using the model to evaluate the ability of the distribution system (8-inch and larger mains) to deliver maximum day, peak hour, and fire flow demands to all areas of the distribution system and to identify pipeline improvements (8-inch and larger) needed to meet the performance criteria. It is recognized that the model is not an all-pipes model, and analyses will be limited to addressing pipes 8-inch and larger that are in the model. In particular, the ability to provide fire flow to unmodeled portions of the system will not be assessed.
- A cost basis for the improvements will be developed in conjunction with Owner's staff and used to develop planning level cost estimates. Based on the results of the preceding tasks, finalize the treatment, pumping, storage, and pipeline improvements recommended for projected water demands. Establish a phased CIP through 2020 with a priority schedule for planning and budgeting. Prepare a comprehensive master plan exhibit showing the locations and sizes of all recommended water system improvements, including suggested alignments of major mains. Prepare planning level opinions of probable construction costs for all major system improvements in 2010 dollars.

Task 402: Future Wastewater System Capacity and Hydraulic Analyses and CIP Input

- Performance criteria developed as part of Phase 200 will be used to identify and phase future system improvements.
- Conduct treatment and pumping capacity analyses for each design year (2015, 2020, and 2030) to evaluate the adequacy of existing facilities and to identify any deficiencies in capacity based on the performance criteria. Pumping capacity analyses will be limited to significant regional lift stations and not include smaller stations serving individual developments. If additional treatment and/or pumping capacity is needed, Union County will assist Black & Veatch in identifying appropriate improvement projects and determining where in the system these improvements will be located for the hydraulic modeling.
- Black & Veatch will perform hydraulic analyses for each design year (2015, 2020, and 2030) using the model to evaluate the ability of the collection system (12-inch and larger pipelines) to convey a peak flow condition under a 1-year design storm criterion for the Crooked Creek, Twelve Mile, East Side, and Grassy Branch services areas. The model output will include a comparison of peak system flows, percent capacity used, and estimated parallel and/or replacement relief sewer size (12-inch and larger) to meet the performance criteria.
- A cost basis for the improvements will be developed in conjunction with Owner's staff and used to develop planning level cost estimates. Based on the results of the preceding tasks, finalize the treatment, pumping, and pipeline improvements recommended for projected wastewater flows. Establish a phased CIP through 2020 with a priority schedule for planning and budgeting. Prepare a comprehensive master plan exhibit showing the locations and sizes of all recommended wastewater system improvements, including suggested alignments of major pipelines. Prepare planning level opinions of probable construction costs for all major system improvements in 2010 dollars.

Task 403: Finalize Water and Wastewater Improvement Projects for CIP

Conduct CIP Review Meeting and Finalize CIP. Meet with Owner's staff to present the study findings and discuss the recommended system improvements. This meeting will be used to discuss the preliminary system maps displaying the future improvements of the water and wastewater system and the project lists developed as part of Tasks 401 and 402. Based on the discussion from the CIP review meeting, the future planning year system maps and project lists will be refined and planning level cost estimates will be developed for each project.

Task 404: Develop Final Fiscal Plan

Development of Revenue Requirements and Cash Flow Analyses. The development of revenue requirements for the utility will be based on an examination of historical financial reports, current operating budgets, and the proposed capital improvement and replacement program. By combining the revenue and revenue requirements projections, cash flow analyses of utility's operating and capital financing needs will be developed. The analyses will provide an indication of the magnitude of overall adjustments in respective annual revenue levels needed to meet the projected revenue requirements for the utility.

- **Project Operation and Maintenance Expense.** Operation and maintenance expenses will be projected based on a review of historical financial records and trends, and available utility budget estimates of future operation and maintenance expense. Projections will recognize estimated increases in the number of customers served, as well as the potential effects of continued inflation in cost levels, the addition of new system facilities, and other factors which may influence future expense levels.
- **Capital Expenditures.** Based on the analyses and findings of this Master Plan, the requirements for capital outlays will be forecasted on an annual basis. Capital expenditures are key components of the fiscal plan as these items and the associated funding are commonly the cause for needed future increases in rate revenue.
- **Debt Service Expense.** Projections of principal and interest payments on outstanding debt obligations and any projected future bonds or state revolving fund loans for major capital improvements will be developed for the forecast study period. The debt service on future bonds and bond sizing will consider the amount of bond proceeds required for construction, issuance costs, and compliance with any reserve requirements of the authorizing resolution.
- **Reserve Funding.** Existing reserve fund requirements and balances will be reviewed for adequacy. Applicable bond ordinance requirements will be reviewed along with any relevant utility policies. Adequate reserve levels will be established based on our review of reserve funding requirements, industry standards, and County input.
- **Projected Rate Revenue Adjustment Needs.** A cash flow analyses will be prepared summarizing the above projections of revenues and revenue requirements for the utility to determine the adequacy of revenues under existing rate levels to meet operating and capital needs for the forecast period. The annual adjustment in rate revenue needed to maintain cash and coverage requirements

will be calculated and will serve as the basis for comparing capital planning scenarios.

Fiscal Plan. The final fiscal plan will include a summary of the assumptions and data used to populate the financial planning model as well as a discussion of the findings associated with the final capital improvement plan.

As part of this task, Black & Veatch financial planning consultants will attend up to four one-day meetings. It is anticipated the first meeting will be during project initiation, two meetings will be associated with providing fiscal planning results to the County and the remaining meeting will included the training associated with the financial planning model.

Task 405: Conduct “What if” Workshop

Black & Veatch will conduct a one or two day workshop with Union County staff and key stakeholders to conduct a “what if” analysis of the final capital improvement plan and fiscal plan. The objective of the workshop will be to evaluate the impacts to the final plan of potential external influences to assist in future preparedness should any similar events occur. The “what if” scenarios will be developed by the workshop participants at the beginning of the workshop and the collective knowledge of the participants will be used to assess the impact of the scenario. A few potential scenarios would include:

- “What if” population growth does not return as projected in Phase 200 and the near-term growth rate is actually x% less than planned for.
- “What if” the economic downturn persists longer than contemplated by the current Master Plan.
- “What if” population growth rate increases in the near-term.
- “What if” the selected water supply strategy falls through due to regional, regulatory or other issues.

Task 406: Develop Master Plan Final Report

Draft Report. Upon completion of the system analyses and finalizing the recommended improvement projects, existing technical memorandums and additional material will be incorporated in a draft report. The results from the hydraulic analyses will be clearly documented and the procedures used to obtain the final recommendations will also be summarized. The draft report will allow the County an opportunity to provide comments to be incorporated into the final Comprehensive Water and Wastewater Master Plan. The draft report will be comprehensive and will document all the work completed as part of the project including assessments, alternative development and screening, model development, final capital improvement plant, final fiscal plan, “what if” analysis summary, etc. Six paper copies of the draft report will be provided to the County.

Final Report. The final report of the Comprehensive Water and Wastewater Planning Study will provide the County with a comprehensive overview of the water and wastewater systems and recommendations to ensure a continued high level of service for the Union County service areas. The final report will include an Executive Summary, system maps, recommended system improvements for the County's water and wastewater CIPs, detailed descriptions (one page per project) of each project identified in the CIP, fiscal plan, and results from the detailed capacity and hydraulic analyses. Ten paper copies and a digital copy compatible with Microsoft Word and Excel will be delivered to the County. Model results files will be provided in electronic format.

Task 407: Rollout Final Master Plan to Public

Black & Veatch will work with Union County staff to develop a public roll-out plan for presenting the Master Plan to the community, key stakeholders, regional partners or others identified by Union County. The form of presentation and level of detail will be determined through the course of the project. It is anticipated a high level powerpoint presentation will be developed along with possibly a more detailed presentation for use in discussing the final report with a variety of groups.

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES

Any work requested by OWNER that is not included in one of the items specific to this Task Order shall be considered Additional Services or Supplemental Services.

Supplemental services shall include, but are not limited to:

1. Additional meetings with local, State, or Federal agencies to discuss the project beyond quantity indicated in Phase 100.
2. Additional meetings and support for the public outreach program beyond level of effort indicated in Phase 100.
3. Presentations to the Union County Board of Commissioners beyond quantity indicated in Phase 100.
4. Additional meetings associated with the fiscal plan and/or financial planning model.
5. Field surveying services.
6. Revisions to population growth projections or associated water demands and wastewater flows after acceptance in Phase 200.
7. Revisions to the Level of Service/Performance Criteria after acceptance in Phase 200.

8. Integration of the existing hydraulic models with the County's GIS and/or construction of new hydraulic models from the County's GIS.
9. Field testing of water system (fire flow, C-factor, etc.) and related hydraulic model verification/calibration services.
10. Fire flow modeling and analysis at a detailed "distribution" main or individual "development" level.
11. System operational and optimization modeling and analysis.
12. Water quality (i.e. age, source trace, chlorine residual, DBP, etc.) modeling and analysis.
13. Hydraulic model transfer and training services.
14. Infiltration & Inflow (I&I) studies.
15. Physical condition assessments of buried infrastructure and related replacement/rehabilitation studies.
16. Raw water quality monitoring, sampling, and analysis.
17. Permitting and regulatory approval assistance with water supply and withdrawals.
18. Permitting and regulatory approval assistance with Interbasin Transfer (IBT), with Environmental Impact Statements (EIS), or with Environmental Assessment (EA).
19. Public relations assistance.

PART 4.0 OWNER'S RESPONSIBILITIES

OWNER'S responsibilities are listed in Section 4 – OWNER'S Responsibilities of the Agreement.

PART 5.0 PERIODS OF SERVICE

Concept Development Phase	Mar 15, 2010 – Jun 14, 2010 (3 months)
Scenario Development & Screening Phase	Jun 15, 2010 – Nov 14, 2010 (5 months)
Comprehensive Master Plan Development	Nov 15, 2010 – Mar 14, 2011 (4 months)

PART 6.0 PAYMENTS TO ENGINEER

For services covered by this Task Order, the OWNER agrees to pay ENGINEER as follows:

- A. For Phases 100 – Project Management and Administration, Phase 200 – Concept Development, Phase 300 – Scenario Development and Screening, and Phase 400 – Comprehensive Master Plan Development, as defined in this Task Order, a lump sum of \$870,000.00.
- B. For Additional or Supplemental Services, as defined in this Task Order and in the Agreement OWNER and ENGINEER will negotiate a written amendment to the Agreement prior to beginning work on the revised services.

PART 7.0 OTHER

This Task Order is executed this _____ day of _____, 2010.

UNION COUNTY,
NORTH CAROLINA

By: _____

Name: _____

Title: _____

Address: 500 N. Main St.
Monroe, NC 28112

BLACK & VEATCH INTERNATIONAL COMPANY

By: _____

Name: _____

Title: _____

Address: 8520 Cliff Cameron Drive, Suite 210
Charlotte, NC 28269

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 15, 2010

Action Agenda Item No. 7b

(Central Admin. use only)

SUBJECT: Eastern Union County Water Supply Project

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
Task Order No. 50

INFORMATION CONTACT:
Ed Gosciciki

TELEPHONE NUMBERS:
704-296-4212

DEPARTMENT'S RECOMMENDED ACTION: Accept scope of services from engineer and allow the County Manager to execute the Task Order upon legal review.

BACKGROUND: Union County Public Works presented a review of the Utility Capital Improvement Plan for 2010-2013 at the BOCC workshop on October 21, 2009. The Board adopted the plan and authorized staff to proceed with the "near term" utility next steps for the Eastern Water Supply Project. As a part of that authorization the attached task order will include identifying possible project partners, evaluating and ranking of potential water treatment plant sites, updating the opinion of project cost, identifying permitting and approval requirements including any potential project fatal flaws, and assessing the impact of permitting process on the overall project schedule.

FINANCIAL IMPACT: \$198,307.00 This will be broken into two parts. The Project Management, Water Treatment Plant Siting Analysis and Cost Updates will be a lump sum of \$53,415.00. The Finalization of Project Partners and the Identifying all Permitting Requirements will be a not to exceed amount of \$144,892.00.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

EXHIBIT A

TASK ORDER NO. 50

This Task Order pertains to an Agreement by and between Union County, ("OWNER"), and HDR Engineering, Inc. of the Carolinas, ("ENGINEER"), dated January 6, 1997, ("the Agreement"). ENGINEER shall perform the services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until both parties have properly signed it. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below:

TASK ORDER NUMBER: 50

PROJECT NAME: Eastern Union County Water Supply Project
Partner Assessment, Conceptual Study and
Preliminary Permitting and Feasibility Analysis

PART 1.0 PROJECT DESCRIPTION

Union County's 2005 Water Master Plan and current Capital Improvements Plan identify the need to develop additional water supply to serve the eastern and northern portions of Union County (County). Currently, the County receives approximately one million gallons per day (MGD) of potable water from Anson County and has a contract with Anson County to receive up to a total of 4 MGD per day. This supply is pumped through a 24-inch line to the Anson/Union County line. Union County currently maintains a 40+ year old water booster pumping station at the County line at Highway 74 which conveys 1 MGD through a 12-inch main which connects to the County's Eastern Distribution System. Union County provides water to isolated 'pockets' within the service area. These sub-service areas are identified as New Salem, Wingate, water for a food processing facility in Marshville, and domestic service along Belk Mill/Camden Road. The Town of Marshville has a separate supply from Anson County for its own system within the town limits.

As identified in the 2005 Water Master Plan, additional growth in this area is anticipated. In addition, current Interbasin Transfer (IBT) Policy necessitates the long-term development of the Eastern Water Supply System and continued expansion of the Eastern Distribution System to balance water withdrawals, consumptive use and wastewater discharges in the Catawba River and Yadkin-Pee Dee River Basins.

Given these considerations, expansion of the Eastern Water Supply System is proposed to occur in at least two phases. The first phase, currently under construction, will require augmentation of the existing infrastructure to convey up to 4 MGD to an expanded Eastern Distribution System with possible future improvements to convey an additional 2 to 4 MGD from Anson County. These improvements include two booster pumping stations and approximately 36,000 feet of 24-inch transmission main. As identified in the 2008 Long-Term Eastern Water Supply PER, subsequent phases will require construction of a new water treatment plant in either western Anson County or eastern Union County, construction of a new raw water transmission main from Blewett Falls to the proposed water treatment plant site and additional conveyance infrastructure in Union County.

This task order will update the information provided in the 2008 PER including identifying project partners and their potential water supply needs, updating the water treatment and conveyance capacity needs, evaluating and ranking of potential water treatment plant sites, updating the opinion of project cost, identifying permitting and approval requirements including any potential project fatal flaws, and assessing the impact of the permitting process on the overall project schedule.

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT - None

PART 3.0 ADDITIONAL SERVICES

The ENGINEER shall provide the Services stated below.

Task 1.0 – Project Management

HDR will provide the following activities under this task:

- Communicate with Union County Public Works staff on project status and key issues.
- Coordinate with Anson County and their authorized representatives including reviewing and preparing information for meetings with Anson County.
- Attend project kick-off meeting and up to two non-deliverable based progress meetings and prepare meeting minutes.
- Maintain the project schedule of key activities.
- Maintain all project documents and files and return County provided items.
- Conduct quality assurance/quality control (QA/QC) reviews of all deliverables.

Task 2.0 – Identify and Finalize Project Partners

HDR will provide the following services under this task:

- Meet with County staff (project kick-off meeting) to review the County's previous discussions and negotiation status with potential project partners for the Eastern Water Supply Project.
- Provide the services of a Project Facilitator. The Project Facilitator will proactively engage potential project partners as well as key project stakeholders to disseminate project information, solicit input, respond to inquiries, coordinate meeting schedules and meetings, prepare meeting minutes and action items, assure that all parties are aware of key milestones and key decision making points, assist in presentation development, provide support during any public meetings and provide overall project coordination.
- Prepare for and attend staff level meetings with potential project partners to identify each partner's existing and future average and maximum day water supply needs, establish when these demands would need to be met, and discuss institutional arrangement options pertaining to the long-term ownership, operation and construction of the infrastructure needed to meet the identified water supply needs of each viable partner. Special water quality or regulatory constraints associated with each partner will also be identified. Viable transmission connection locations and pressure requirements will be identified through these

discussions for each interested potential partner. This data will ultimately be treated as output data for the County's new water model that will be developed as part of the new Comprehensive Water and Wastewater Master Plan. Potential project partners for the Eastern Water Supply Project that will be contacted include:

- Anson County
 - Monroe
 - Lancaster County, SC
 - Charlotte Mecklenburg Utilities
 - Stanly County
 - Cabarrus County
- Collect and summarize current retail and wholesale water rates for each viable potential partner.
 - Provide technical and presentation assistance to support County staff related to updating the County Commissioners regarding project partner status.
 - Attend one Commissioner's workshop and one County Commissioner's meeting.
 - Schedule, prepare for and attend up to 12 project partner meetings which would include follow-up meetings after the major task activities have been completed.
 - Provide technical support to the County Commissioners in association with political level discussions and negotiations with potential project partners.

Deliverables:

- Agendas and meeting minutes for potential project partner and staff meetings.
- Presentation material for staff meetings and Commissioners' presentations.
- Technical Memorandum summarizing the results of the project partner analysis.
- Meet with the OWNER to present the Technical Memorandum and review the results.

Task 3.0 – Water Treatment Plant Siting Analysis

HDR will provide the following services under this task:

- Establish criteria for optimum site conditions including minimum acreage, number of property owners impacted, land costs, current zoning, proximity to water courses and/or existing public sewer, proximity to existing infrastructure including major pipelines, electrical service, road networks, environmental constraints (site relief, wetland and forest impacts), proximity to potential project partners, and impacts to the surrounding community.
- Identify up to six sites total in western Anson County and eastern and northern Union County and summarize key features of each relevant to the evaluation criteria.
- Complete a matrix analysis to rank each site according to the evaluation criteria.
- Identify major conveyance requirements (raw or finished water) associated with each site and develop preliminary transmission alignments and costs. Finished water transmission routes will be identified and evaluated for each potential project partner.

Deliverables:

- Technical Memorandum summarizing the results of the water treatment plant siting analysis.
- Meet with the Owner to present the Technical Memorandum and review the results.

Task 4.0 – Prepare Conceptual Level Project Cost Opinion

The Eastern Water Supply PER completed in 2008 identified a potential 2030 water supply peak demand of approximately 56 MGD based on the breakdown in the following table. The build-out peak day demand was estimated at 75 MGD.

Municipality	Demand Projection (MGD)
Anson County and Wholesale Customers	12
Monroe	10
Lancaster County, SC	5
Union County (Rocky River/Yadkin River Service Area)	29.1
Total	56.1

The results of Task 2.0 along with County input will be used to update the 2030/2050 demand projections to reaffirm the water treatment capacity needed to meet the 2030/2050 demand for the Rocky River and Yadkin River Basins. Using this and other relevant information, a conceptual level (15%) treatment process will be developed in order to update the Opinion of Construction Cost developed in the 2008 PER. The following processes will be assumed in this analysis:

1. Raw Water Intake, Pumping, and Transmission
2. Rapid Mix
3. Coagulation/Flocculation/Sedimentation
4. Granular Media Filtration
5. GAC Contactors for TOC Removal/DBP Control
6. Disinfection
7. Chemical Systems
8. Finished Water Storage, Pumping and Transmission
9. Residuals Handling

Conceptual design data will be developed and summarized in tabular form for each process and this information will aid in developing a conceptual level opinion of construction cost.

HDR will prepare a Level 2 construction cost opinion for the proposed conceptual level treatment facilities. This cost opinion will be combined with the projected transmission costs to develop an overall project construction cost opinion. HDR will also develop preliminary capital costs opinions including engineering, legal, land, and administrative costs. A detailed operation and maintenance cost estimate will be developed for the conceptual alternative that will include power, chemicals, labor, equipment repair and replacement, solids handling, and other support costs.

Deliverables:

- Prepare Technical Memorandum summarizing the conceptual level requirements and project cost opinion.
- Meet with Owner to review the assumptions, conclusions and recommendations contained in the Technical Memorandum.

Task 5.0 – Identify Permitting Requirements and Update Project Schedule

Implementation of the long-term Eastern Water Supply is a lengthy process that may take up to ten years. Therefore it is essential to identify all the key approvals and permitting steps that will need to be addressed to make sure this project is implementable and cost effective and that there are no fatal flaws which would prevent the project from moving forward. Key permitting/approval challenges include the impact of the proposed long-term Eastern Water Supply withdrawal on the 2008 Final Environmental Impact Statement (FEIS) for Hydropower Licenses (Yadkin Hydroelectric Project - Federal Energy Regulatory Commission (FERC) Project No. 2197-073 and Yadkin-Pee Dee River Hydroelectric Project - FERC Project No. 2206-030 North Carolina), impact on the pending FERC relicensing process for Progress Energy and Alcoa Power, and interbasin transfer requirements.

The FEIS includes requirements for the operation of the six reservoirs along the Yadkin-Pee Dee River including specific requirements for minimum releases from the reservoirs including Blewett Falls, reservoir elevation requirements, low inflow protocol impacts, and environmental requirements including fish passage considerations. A reservoir system model has been developed by Progress Energy and Alcoa Power which was used to assess environmental impacts of the hydropower operation including impacts to the salt line in coastal South Carolina. This model includes inputs for water supply withdrawals; however these flows are significantly less than identified in the 2008 PER. Through a negotiated settlement, all parties with the exception of the City of Rockingham and American Rivers have agreed to the provisions of the FEIS. Rockingham and American Rivers have filed a petition against the FEIS, primarily related to withdrawals from Lake Tillery. The current FERC relicensing process is in its final stages and it is currently estimated that this should be granted in 2010.

Development of the long-term Eastern Water Supply will result in an interbasin transfer from the Yadkin Basin to the Rocky River Sub-basin. Depending on Union County's long-term wastewater treatment and disposal implementation plan, development of this water supply could result in a significant interbasin transfer or a much less significant transfer with losses attributed to consumption only. Currently, the State of South Carolina has agreed with the FEIS provisions. Given the current legal status with respect to withdrawals on the Catawba River, the feasibility of obtaining an interbasin transfer certificate for the long-term Eastern Water Supply, including support from South Carolina, will be highly dependent on the amount of interbasin transfer requested.

HDR will provide the following services under this task:

- Identify potential permits and approvals needed to successfully implement the Eastern Water Supply Project. Some of the key permits and approvals include:

Endangered Species Act	Fish and Wildlife Coordination Act	NPDES Stormwater Regulations
Section 303(D) of Clean Water Act	Safe Drinking Water Act	Wild and Scenic Rivers Act
Sections 404/401 of the Clean Water Act	Clean Air Act	Archaeological and Historic Preservation Act
Isolated Wetland Protection	National Flood Insurance Program	Interbasin Transfer Certificate
FERC Relicensing Amendments	FEIS Amendments	Local Permits

- Meet with key agencies and stakeholders to identify permit approval requirements, key steps and potential timeframe. It was assumed up to ten meetings would be held with project permitting agencies/stakeholders. These may include:
 - Federal Energy Regulatory Commission
 - Progress Energy
 - Alcoa Power
 - Anson County
 - Richmond County
 - NC DENR (multiple departments)
 - SC DHEC (multiple departments)
 - U.S. Fish and Wildlife
 - Army Corps of Engineers
 - Yadkin Riverkeeper
 - American Rivers
 - Yadkin-Pee Dee River Basin Association
 - Yadkin River Commission
- Work with Progress Energy and NC-DENR to update the CHEOPS/OASIS reservoir system models to include water supply withdrawals for the Eastern Water Supply and potential interbasin transfers. Output from these modeling runs will be used to assess potential long-term water withdrawal capabilities and impacts to Progress Energy's power generation capabilities.
- Identify any potential planning level costs or surcharges that may be assessed by Progress Energy associated with reducing the volume of water discharged through the hydroelectrical facilities.
- Evaluate impacts of the proposed withdrawal on the provisions of FEIS for the Hydropower Licenses (Yadkin Hydroelectric Project - Federal Energy Regulatory Commission (FERC) Project No. 2197-073 and Yadkin-Pee Dee River Hydroelectric Project - FERC Project No. 2206-030 North Carolina).
- Project available supply based on the reservoir models, low inflow protocols and interbasin transfer considerations.
- Summarize the permitting requirements and data needs, permitting steps and procedures, key permitting agencies and contacts and key stakeholder approvals needed along with projected time to receive said approvals.
- Develop an updated project implementation schedule including key milestones.

Deliverables:

- Technical Memorandum summarizing the project permitting and approval requirements, maximum withdrawal capabilities from Blewett Falls, and revised project implementation schedule.
- Meet with the Owner to present the Technical Memorandum and review the results.
- Meet with Project Partners to summarize key findings.
- Meet with County Commissioners to summarize key findings and next steps.

Exclusions:

- The fee for these services was developed with the assumption that Progress Energy would either run the reservoir system model or provide access to the reservoir system model for the purposes of an outside party to do the modeling analysis with no fee charged in either case.

PART 4.0 OWNER'S RESPONSIBILITIES

The OWNER will be responsible for a timely review and comment on all ENGINEER submittals and documents.

PART 5.0 PERIODS OF SERVICE

The schedule for completion of activities related to this Project is outlined below:

- Tasks 1.0 through 5.0 Six months from Notice to Proceed

PART 6.0 PAYMENTS TO ENGINEER

Compensation for the services outlined in Parts 1, 2 and 3 above shall be as follows:

Tasks 2.0 and 5.0 will be completed on a time and materials basis not to exceed One Hundred Forty-Four Thousand, Eight Hundred Ninety-Two Dollars (\$144,892.00). Tasks 1.0, 3.0 and 4.0 will be completed on a Lump Sum basis. The Lump Sum amount shall be Fifty-Three Thousand, Four Hundred and Fifteen Dollars (\$53,415.00).

Execution of this Task Order will serve as the Notice to Proceed for the services indicated.

This amount shall be deemed to include all Reimbursable Expenses and no additional payment shall be made therefore.

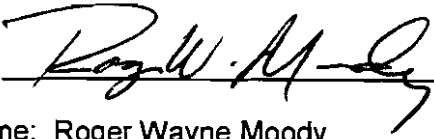
Payment for Additional Services shall be agreed to in writing by the Parties.

This Task Order is executed this _____ day of _____, 2010.

Union County, North Carolina
OWNER

HDR Engineering Inc. of the Carolinas
ENGINEER

By: _____

By:  _____

Name: _____

Name: Roger Wayne Moody

Title: _____

Title: Senior Vice President

Address: 500 N. Main Street
Monroe, NC 28112

Address: 440 S. Church Street, Suite 1000
Charlotte, NC 28202

AGENDA ITEM

AMERICAN RED CROSS MONTH 2010

8

Union County Proclamation

MEETING DATE 3-15-10

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

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

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

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

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

NOW, THEREFORE, the Union County Board of Commissioners, does hereby proclaim March 2010 as American Red Cross Month and encourages all Americans to support this organization and its noble humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of March, in the year of our Lord two thousand ten.

ATTEST:

Lynn G. West, Clerk to the Board

Kim Rogers, Chairwoman

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date: March 15, 2010

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

SUBJECT: Local Area Regional Transportation Plan

DEPARTMENT:

PUBLIC HEARING: No

ATTACHMENT(S):

- 1- Centralina Council of Governments Memorandum
- 2- Executive Summary
- 3- Presentation

INFORMATION CONTACT:

Bjorn Hansen, Centralina Council of Governments

TELEPHONE NUMBERS:

704-688-6501

DEPARTMENT'S RECOMMENDED ACTION: Receive as information.

BACKGROUND: The Village of Marvin, Town of Waxhaw, Town of Weddington, and Village of Wesley Chapel together with the Centralina Council of Governments and the Mecklenburg-Union Metropolitan Planning Organization have collaborated to create a unified transportation plan known as their Local Area Regional Transportation Plan (LARTP). The LARTP is a multimodal plan that attempts to balance the needs of various modes of transportation, including vehicles, bicycles, pedestrians, and transit.

Since the area's roadways are currently experiencing congestion and safety issues, the focus of the plan is on roadways and intersections. The LARTP includes the Thoroughfare Plan which plans for the area's long-range roadway needs, and the Intersection Plan, which makes recommendations for capacity and safety improvements for targeted intersections. Recommendations are also included for the design, character, and other attributes of roadways, as well as, new and amended land use policies and ordinances to mitigate impacts of development and promote more efficient land use patterns.

The recommendations from the LARTP are intended to be used as input in the development of the MUMPO Comprehensive Transportation Plan (CTP) and the next Long Range Transportation Plan (LRTP). Unfortunately, the LARTP was not finalized in time to be incorporated into the 2035 LRTP. However, MUMPO will be starting the process this year for the next LRTP.

FINANCIAL IMPACT: None.

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

Manager Recommendation:



Centralina Council of Governments

MEMORANDUM

TO: Union County Board of Commissioners

FROM: Bjorn E. Hansen, Transportation Program Coordinator

DATE: February 19, 2010

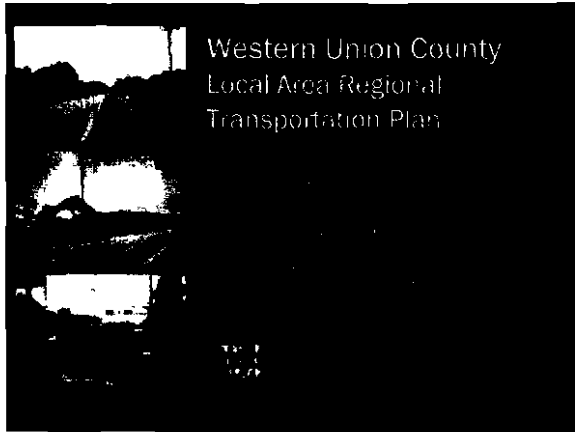
RE: Local Area Regional Transportation Plan Update

Attached please find a presentation detailing the results of the 2008-2009 Local Area Regional Transportation Plan jointly developed and approved by Marvin, Waxhaw, Weddington, and Wesley Chapel. The plan was written by Martin/ Alexiou/ Bryson, with coordination from Centralina COG. The MUMPO provided \$80,000 in planning funds to help pay for the plan. This plan was completed in 2009. Union County staff were kept apprised of the plan process, but Union County was not asked to formally endorse the plan or its recommendations.

The recommendations for cross-sections, prioritizations, and recommended improvements included in the plan were intended as input in the development of the MUMPO Comprehensive Transportation Plan (CTP) and 2035 Long Range Transportation Plan (LRTP). They have been submitted to MUMPO for reference in these plans. The four towns involved in the LRTP do ask that Union County reference this plan when commenting on the MUMPO CTP development process.

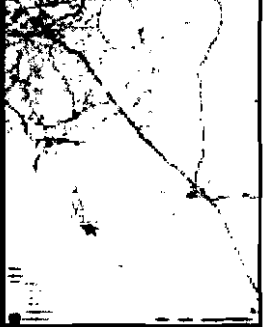
Please feel free to contact me at (704) 688-6501 if you have any questions.

ACTION REQUESTED: Information only.



Objectives


- Promote regional coordination
- Raise voice in MUMPO
- Pool resources
- Standardize regulations
- Plan local projects



Western Union County
Local Area Regional Transportation Plan

Public Outreach


- Steering and Technical Committees
- Public Meetings
- Interactive Planning
- Booths at community events
- Project website
- Public notices
- Public hearings



Western Union County
Local Area Regional Transportation Plan

Components of the Plan

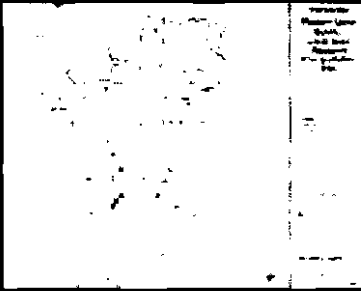
- Multi-modal
 - Transit
 - Bicycling
 - Walking
 - Public transit
- Land Use planning and development
- Operations
- Capital construction funding



Western Union County
Local Area Regional Transportation Plan


Thoroughfare Plan

- Improve existing road network
- Plan for additional 15 years of growth and change
- Create thoroughfare regional system



Western Union County
Local Area Regional Transportation Plan

Thoroughfare Plan



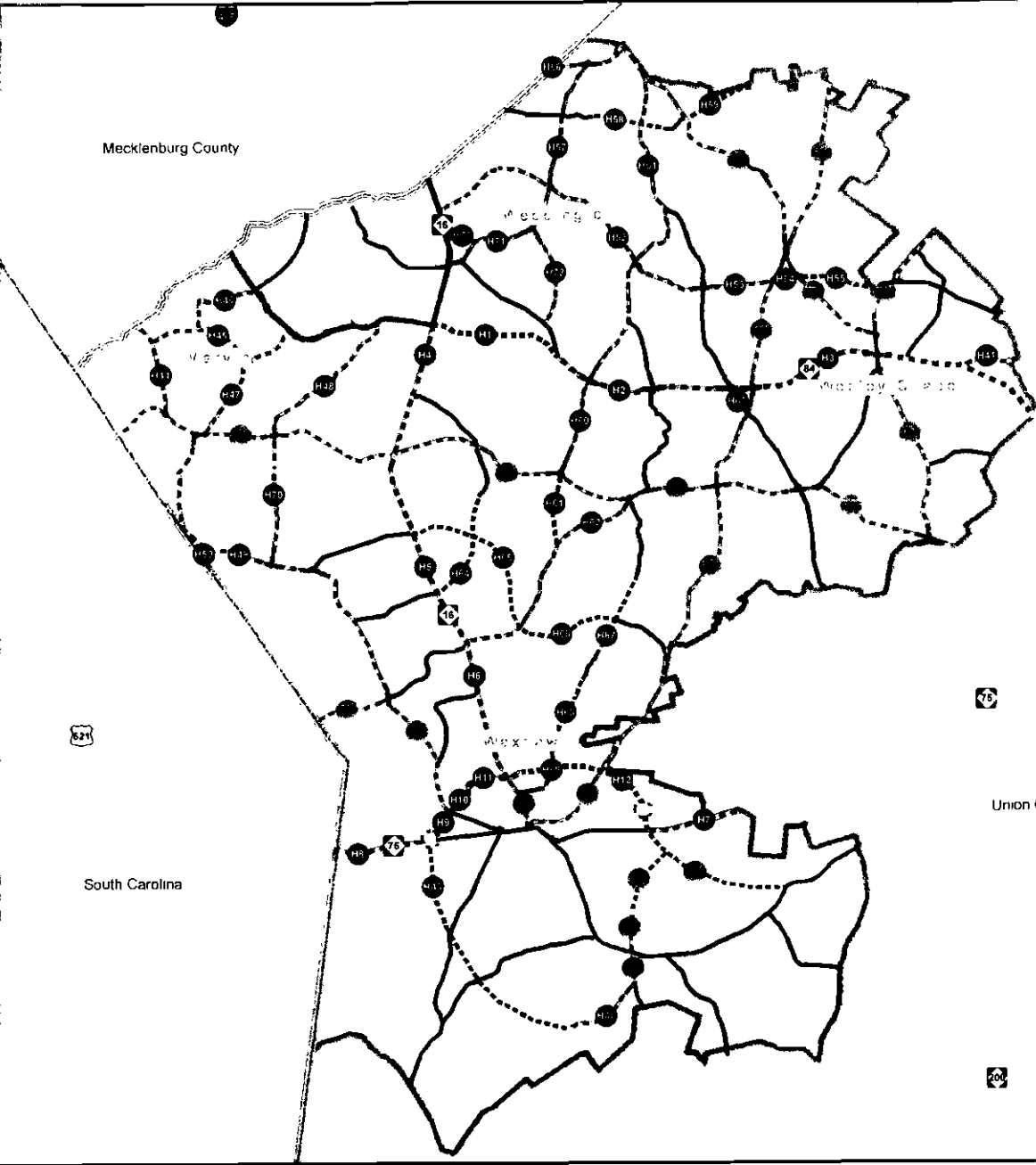
Western Union County
Local Area Regional Transportation Plan

Implementation

- Data features and integration
- Transfer to MLRPD
Columbus
*Final Report to Board
Local Area
Transportation Plan*
- Vehicle Identification
- License Plates
- Vehicle Types
- Driver License Numbers
- Other Data

Western Union County
Local Area Regional Transportation Plan

Project Key	
H1	Construct 4-lane boulevard
H2	Widen to 4-lane boulevard
H3	Widen to 4-lane boulevard
H4	Widen to 4-lane boulevard
H5	Widen to 4-lane boulevard
H6	Widen to 4-lane boulevard
H7	Widen to 4-lane boulevard
H8	Widen to 4-lane boulevard
H9	Widen to 4-lane boulevard
H10	Construct 4-lane boulevard
H11	Widen to 4-lane boulevard
H12	Construct 4-lane boulevard
Other Major Thoroughfares	
H20	Add turn lanes, widen shoulder and improve geometrics as appropriate. Construct median and bridge
H21	Widen to 2 lanes, add shoulders, turn lanes and improve geometrics as appropriate
H22	Widen to 3 lanes, add shoulders, turn lanes and improve geometrics as appropriate
H23	Widen to 4 lanes, shoulder
H24	Widen to 3 lanes, add shoulders, turn lanes and improve geometrics as appropriate
H25	Widen to add shoulder and bike lanes, preserve ROW for future widening
H26	Transfer ROW for future boulevard
H27	Preserve ROW for future boulevard
H28	Construct new 2-lane connector to Weather Parkway
H29	Construct new 2-lane facility
H30	Widen to 2 lanes, add shoulders, turn lanes and improve geometrics as appropriate
H31	Widen to 3 lanes, add shoulders, turn lanes and improve geometrics as appropriate, add bike lanes
H32	Widen shoulder and construct off-street multi-use path, preserve ROW for future widening
H33	Widen shoulder and construct off-street multi-use path, preserve ROW for future widening
H34	Widen to 3 lanes, add shoulders, turn lanes and improve geometrics as appropriate
H35	Widen to 2 lanes, add shoulders, turn lanes and improve geometrics as appropriate
H36	Widen to 3 lanes, add shoulders, turn lanes and improve geometrics as appropriate
H37	Widen to 2 lanes, add shoulders, turn lanes and improve geometrics as appropriate
H38	Widen to 3 lanes, add shoulders, turn lanes and improve geometrics as appropriate
H39	Widen to 2 lanes, add shoulders, turn lanes and improve geometrics as appropriate
Minor Thoroughfares	
H40	Widen to 4 lanes or median, bike lane
H41	Add turn lanes, widen shoulder and improve geometrics as appropriate
H42	Construct 2-lane facility
H43	Add bike lanes, widen shoulders as appropriate
H44	Add bike lanes, widen shoulders as appropriate
H45	Add bike lanes, widen shoulders as appropriate
H46	Add bike lanes, widen shoulders as appropriate
H47	Add bike lanes, widen shoulders as appropriate
H48	Add bike lanes, widen shoulders as appropriate
H49	Add bike lanes, widen shoulders as appropriate
H50	Add bike lanes, widen shoulders as appropriate
H51	Add turn lanes, widen shoulder and improve geometrics as appropriate
H52	Widen shoulder and improve geometrics as appropriate
H53	Widen shoulder and improve geometrics as appropriate
H54	Widen shoulder and improve geometrics as appropriate
H55	Construct 2-lane facility
H56	Widen to 2 lanes, w/ median, bike lane
H57	Widen to 3 lanes, add shoulders, turn lanes and improve geometrics as appropriate
H58	Construct 2-lane facility
H59	Construct 2-lane facility
H60	Add turn lanes, widen shoulder and improve geometrics as appropriate
H61	Construct 2-lane facility
H62	Add turn lanes, widen shoulder and improve geometrics as appropriate
H63	Construct 2-lane facility
H64	Construct 2-lane facility
H65	Construct 2-lane facility
H66	Construct 2-lane facility
H67	Construct 2-lane facility
H68	Construct 2-lane facility
H69	Widen shoulder and improve geometrics as appropriate
H70	Add off-street multi-use path
H71	Upgrade to standard 2-lanes w/ shoulders
H72	Upgrade to standard 2-lanes w/ shoulders
H73	Construct 2-lane facility



Highway Map Western Union County Local Area Regional Transportation Plan

FINAL DRAFT

Plan date: June 22, 2009

- Boulevards**
- Existing: Solid line
 - Needs Improvement: Dashed line
 - Recommended: Dotted line
- Other Major Thoroughfares**
- Existing: Solid line
 - Needs Improvement: Dashed line
 - Recommended: Dotted line
- Minor Thoroughfares**
- Existing: Solid line
 - Needs Improvement: Dashed line
 - Recommended: Dotted line

* Alignments shown for recommended new roads are conceptual. Further analysis will be required as projects develop.

- Recommended Intersection Improvement
- Recommended Roundabouts
- Existing Interchange
- ⊗ Proposed Interchange
- Existing Grade Separation
- ⊗ Proposed Grade Separation

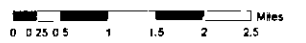


Figure 15

Refer to LARTP document for more details

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 15 March 2010

Action Agenda Item No. 10
(Central Admin. use only)

SUBJECT: Urban Forester Position

DEPARTMENT: NC Cooperative
Extension

PUBLIC HEARING: No

ATTACHMENT(S):
Letter from Richard Melton
Estimated Participation Table
Background and Financial Analysis

INFORMATION CONTACT:
Richard Melton, County Extension
Director
Matthew Delk, Assistant County
Manager

TELEPHONE NUMBERS:
(Melton) 704-283-3738
(Delk) 704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Direct Staff to draft and propose an interlocal agreement between the County and interested municipalities to share the costs and services of an Urban Forester position, based on direct costs divided by population estimates.

BACKGROUND: As directed during the last Mayors-Commissioners Issues Conference meeting, staff outlined a proposal for an interlocal agreement between the County and municipalities to partner in the funding of an Urban Forester position.

The grant funds that are ending this year will be replaced by municipal contributions with each municipality paying a portion of the amount based on population estimates. Central Administration staff and Cooperative Extension staff spent a great deal of time considering different denominators for dividing expenses between the County and municipalities, to include analyzing population, total acreage, the number of real estate parcels, and real estate tax valuation. After looking at the different results, staff compared those figures against time actually spent by the urban forester providing services to those municipalities that are likely to participate. Based on this comparison, the most realistic denominator was to consider cost by population. This is also the most simple and understandable method to use.

The proposal seeks to recover \$30,000 from the municipalities, based on full participation. Staff would like to draft an agreement and share these estimates with our municipalities immediately

so that budget planning can include the estimated costs. Please see the attachments for a detailed explanation of how these estimates were derived, and a history of the project.

FINANCIAL IMPACT: Maintaining an Urban Forester position in County Government will result in an annual direct expense to the general fund ranging from \$30,671 to \$60,671 based on current expense factors, municipal participation, and Commission decisions.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

North Carolina Cooperative Extension Service

UNION COUNTY CENTER

Union County Center
3230-D Presson Road
Monroe, NC 28112
Phone: 704.283.3742
Fax: 704.283.3734
<http://www.union.ces.ncsu.edu/>

March 1, 2010

Mr. Al Green
Union County Manager
500 North Main Street
Monroe, NC 28112

Dear Al,

I am writing in relation to the Urban Forester position in Cooperative Extension here in Union County. As you are aware, that position has been partially grant funded during the four years it has been in existence. The grant funding goes away at the end of this fiscal year. We are in the process of developing an alternative funding stream for the grant portion needed for the position.

The alternative funding stream involves developing agreements with participating municipalities to cover the loss of the grant. At present several municipalities have expressed support for that type program. Different allocation models are being evaluated at this time. The initial funding we are requesting from the fourteen (14) municipalities is \$30,000. Obviously participation will be voluntary, so the total amount and the amount the county will be responsible for may change. Our goal is to have a workable model in place shortly and to develop the inter-local agreements to make it work.

If you have any questions related to this issue, please feel free to contact me.

Sincerely,

Richard V. Melton

Richard V. Melton

Cc: Mark Watson, Personnel Director
Kai Nelson, Finance Director
Clinton McRae, South Central District Extension Director

Full Participation in Urban Forester Agreement

	Population	Ratio	Share
County - Cities, but including ETJ	61458		30671.00
Fairview	4853	0.040145261	1204.36
Hemby Bridge	1859	0.015378125	461.34
Indian Trail	26010	0.215161392	6454.84
Lake Park	3203	0.026496038	794.88
Maeshville	3002	0.024833314	745.00
Marvin	2639	0.021830485	654.91
Mineral Springs	2401	0.019861688	595.85
Monroe	35966	0.297519977	8925.60
Stallings	11331	0.093732938	2811.99
Unionville	7474	0.061826845	1854.81
Waxhaw	3788	0.031335308	940.06
Weddington	9496	0.078553348	2356.60
Wesley Chapel	4793	0.039648925	1189.47
Wingate	4071	0.033676356	1010.29
TOTAL	182344		60671.00
Total County Population	182344		
Combined Municipal Population	120886	1.000000000	30000.00
Cost of Position (Salary and Benefits)	60671.00		
Total Cost (Current Salary, Benefits, Support Expenses and Indirect Costs)	80912.70		
Support Expenses and Indirect Cost Borne by County	20241.70		

Recommended agenda abstract comments – Urban Forestry Position

Recommended Action

Direct Staff to draft and propose an interlocal agreement between the County and interested municipalities to share the costs and services of an Urban Forester position, based on direct costs divided by population estimates.

Background

In 2006, Union County accepted a grant from the North Carolina Department of Environment and Natural Resources to fund the hiring of an Urban Forester for Union County. A talented Urban Forester was hired, and began providing services to the County as well as municipal citizens and governments. The Urban Forester position works under the Union County Cooperative Extension Service, and performs a wide range of duties. Those duties include working with citizens who request tree checks, advising planners and contractors, ordinance development and implementation, and working with municipalities. Municipalities have used the urban forester for a variety of services, including ordinance development, planning meetings, site visits and consultation, and serving as an ex-officio advisor on municipal committees.

The DENR grant was for a three year period, and the county was able to obtain a one year extension, but grant funds will cease at the end of the 2009-10 fiscal year. Staff is unable to locate any other sources of grant funding that will pay for an Urban Forester after June 2010. Last fall, county and municipal leadership discussed the possibility of continuing the position through an interlocal agreement where municipalities and the County share the expense of the urban forester position. The concept was favorably discussed during Managers and Clerks meetings held between municipal and county staff, and was favorably discussed during the October 2009 Mayors-Commissioners Issues Conference (MCIC) meeting. During these discussions, it was noted that participants will need to develop an interlocal agreement where interested municipalities would pay different amounts based on some common metric.

Computing and Dividing Costs

It is very unfeasible to share expenses through an agreement where municipalities are billed on a fee-based program based on hourly rates or set fees for services. It will be very difficult for the County and for participating municipalities to reasonably predict what to budget every year, and creating a reasonable fee schedule would limit flexibility for delivering the services, as the duties performed for each municipality are different, based on their needs. A tremendous amount of staff time, energy, and bureaucracy will

be required to perform accounting functions, billing, compliance with different municipal purchase order and contracting requirements, and other functions that require administrative support.

The costs to be divided, based on actual budget history, will range from \$61 to \$81 thousand dollars per year, depending on how we account for direct and indirect support costs. An "unloaded" cost approach, based on salary and benefits provided to the employee, results in an annual expense of approximately \$61 thousand. A "loaded" cost approach, including salary and benefits, direct support expenses (vehicle and supplies), and indirect support expenses (administrative and facility overhead) results in an annual expense of approximately \$81 thousand. These expenses do not include increases in pay or employee benefit expenses over FY 2009-10 levels. In order to develop a fair and feasible division of costs, staff recommends using the "unloaded" figure of \$61 thousand with \$30 thousand of that as the municipalities cost share.

In order to divide this \$61,000 annual expense among participants, Staff first considered which municipalities would be likely to participate. Because the "unloaded" costs of an urban forester are somewhat fixed, but the number of participants in an interlocal agreement is not, a greater number of participants will result in a lower individual cost for each participant. Conversely, if municipalities do not participate as predicted, each participant will pay a higher individual portion. Based on individual discussions, staff predicts that as many as ten municipalities are interested in participating in a shared cost agreement with the county.

Based on this approach, staff then considered different denominators for dividing costs, to include population, total acreage, number of real estate parcels, and real estate tax valuation. After comparing how these denominators divided the costs among likely participants, staff compared the totals against time actually spent by the urban forester providing services to those municipalities that are likely to participate. Based on this comparison, the most realistic denominator was to consider costs by population. The portion paid by the county will be \$30,671 out of \$60,671 total. The remaining \$30,000 will be paid by the municipal participants. It will be allocated based on municipal populations. If not all municipalities participate, the county estimate will increase. The population estimates use municipal populations that live inside the city limits, but does not include the population that lives in each municipal extra-territorial jurisdiction (ETJ).

Services Included in an Interlocal Agreement

The services that would be offered to each municipal participant in an interlocal agreement include the following:

Tree Checks- field visits for citizens and municipal staff about safety, health and management of trees

Needs Assessment for Municipality- analyze current codes, staffing, tree preservation during development, natural resource management, and environmental issues, creating outlines and strategies, and providing leadership for improving overall tree management

Expert Witness- service to municipalities for conditional use permitting process and zoning compliance

Public Education- presentations, materials and other resources to interested parties about the social, economic and environmental benefits of trees and the need for management, low impact development, smart growth, conservation subdivisions, green infrastructure, tree protection during development, and tree ordinances

Subdivision Outreach Program- neighborhood education about tree issues within a particular subdivision

Professional Consultation- advice regarding reforestation, landscape & grounds management, landscape design, parks, streetscapes, and other efforts requiring the advice of an urban forester

Board Service- serving as ex-officio member for tree boards, beautification committees, park committees, etc.

Ordinance Development- working with staff & citizens to create new ordinances regarding development and tree preservation

Ordinance Revision- working with staff or civic boards to examine current codes, and to make improvements in the science and management of municipal natural resources

Ordinance Implementation- site visits and planning meetings regarding compliance with existing codes, policies regarding the preservation and reforestation of trees, and landscaping requirements on development sites

Education & Program Development- assisting municipal government through leadership, information dissemination and public outreach (i.e., Earth Day, Arbor Day), Tree City USA projects, tree inventory strategies, and staff training on tree & environmental issues

Grant Projects- working with staff or citizens to create ideas and submit project proposals for grant funding through the federal Urban & Community Forestry Grant Program, or other funding sources

Technical Plan Review- review of construction and development plans to determine regulatory compliance

Premium Services -- If a municipal participant needs a specific service or has a specific program need that will require a tremendous portion of the urban forester's time dedicated to that service or need, then the municipality can identify the need to the county and negotiate a "premium" that will be added to the individual estimate based on population. For example, if a municipality had a specific need not covered with the above services, the municipality could propose a premium amount (for this example, \$5,000) to the contract.

In exchange for this specific service, and in fairness to the other participating municipalities, the total amount being divided would be reduced, and this would result in a lower cost for other municipalities that do not benefit from the premium service. For example, the \$30,000 would be reduced by \$5,000, and each participant would pay a portion of \$25,000 instead of a portion of \$30,000, with everyone accruing a small savings.

Next Steps

Based on the direction of the Board, staff recommends that we draft an interlocal agreement based on the above recommendations, and that we distribute the interlocal agreement to municipalities for review as soon as possible. The staff will then determine participation, collect signed agreements, and include appropriate figures in the 2010-2011 budget.

Financial Impact – Maintaining an Urban Forester position in County Government will result in an annual direct expense to the general fund ranging from \$30,671 to \$60,671 based on current expense factors, municipal participation, and Commission decisions.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 15, 2010

Action Agenda Item No. 11

(Central Admin. use only)

SUBJECT: Revisions to Financial Policies

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
Financial Policies with revisions noted

INFORMATION CONTACT:
Kai Nelson

TELEPHONE NUMBERS:
704.292.2522

DEPARTMENT'S RECOMMENDED ACTION: Adopt Revised Financial Policies

BACKGROUND: The County's financial policies were initially adopted by the County Commission in March 2004. The policies were developed to address the increasing complex financial and budgetary environment of a maturing and rapidly growing Union County.

The policies are influenced by the Local Government Budget and Fiscal Control Act, sound financial principles and credit guidelines advocated by the rating agencies and Local Government Commission. Operating independently of changing circumstances and conditions, these practices guide the Board in policy decision making and provide the Manager with a framework in developing budgetary and financial planning recommendations – both in the short term (the annual budget) and long-term (capital planning and financial forecasting).

The policies and management's (which in this context includes the Commission) adherence to those policies are critical to the maintenance of the County's superior credit rating. The County's record is generally excellent in this area with one of the rating agencies deeming the County's financial management practices as "strong, well embedded, and likely sustainable."

The policies have been revised a few times since 2004. In October and November 2009, County staff reviewed with the Commission several additional changes. Those proposed changes are clearly delineated in the attached financial policy document.

Changes to the utility financial policies mainly revolve around defining the metrics that were already in the policy. Two new metrics, one establishing rate affordability standards and the other relating to debt amortization, although "new" to the financial policy have been our

operating practice.

On the tax supported side, the major modification reflects our recent practice regarding limiting a single year tax rate increase to 4 cents in debt fiscal impact statements.

We have added to this document version the Commission's recent action regarding the composition of the County's debt portfolio mix which is reflected in item 43a.

FINANCIAL IMPACT: Not applicable

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Overview

These “best management practices”, adopted by the Board of County Commissioners on March 15, 2004 are influenced by the North Carolina Local Government Budget and Fiscal Control Act, sound financial principles and credit guidelines advocated by the rating agencies and Local Government Commission. Operating independently of changing circumstances and conditions, these practices guide the Board in policy decision making and provide the Manager with a framework in developing budgetary and financial planning recommendations – both in the short term (the annual budget) and long-term (capital planning and financial forecasting).

The practices were modified November 1, 2004, to include parameters defining the use of derivative products to mitigate the County's interest rate exposure, October 17, 2005, to include limitations regarding the duration in which independent accounting firms may conduct the annual audit, October 15, 2007, to include parameters regarding the imposition of user fees, and September 15, 2008, to reflect refinements in the tax-supported debt capacity limits.

Operating Budget

1. The County will annually adopt a balanced budget by June 30, which will provide an operational plan for the upcoming fiscal year.
2. The Manager will develop a budget which contains detailed budget recommendations for the next succeeding fiscal year (year 1) and financial targets for next budget year (year 2) following the first succeeding year.
3. The County will maintain a system of budgetary controls to ensure adherence to the budget.
4. Current operating revenues will be sufficient to support current operating expenditures. Fund balance appropriated for recurring expenditures will not exceed an amount that the County can reasonably expect to save during the fiscal year.
5. The County will maintain an appropriated contingency account. The contingency account will not exceed 5 percent of all other appropriations within the same fund.
6. Debt proceeds or non-recurring revenues will not be used to finance recurring operating and recurring capital expenditures.

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Accounting

- 7 The County will establish and maintain an accounting system in accordance with the North Carolina Local Budget and Fiscal Control Act.
- 8 An annual audit will be performed by an independent accounting firm in accordance with generally accepted accounting principles.
- 9 Auditing independence is enhanced by requiring that the independent accounting firm be replaced at the end of the audit contract period – a period of at least five years.
10. Financial systems will be maintained to monitor revenues and expenditures on a continual basis.

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Debt – Tax Supported

11. Tax supported debt to be issued over a 5-year capital planning period will be managed to a projected ratio of no more than 3 percent of the assessed valuation of taxable property of the County, may exceed the 3 percent ratio in any single year during the 5-year capital planning period, with the 5-year capital planning trend at or below 3 percent.
12. Payout of aggregate principal outstanding shall be no less than 50% repaid within 10 years.
13. Capital projects will be financed for a period not to exceed the expected useful life of the project.
14. The County will maintain its financial condition in order to maintain a minimum bond rating in the "AA" category for outstanding G.O. debt and "A" category for outstanding installment financing agreements from at least one nationally recognized municipal debt rating service.
15. Bond referendum and voted and non-voted debt issuance shall be considered only after inclusion of the financed projects in the County's Capital Improvement Plan and Financial Feasibility Plan.
16. Bond referendum initiatives shall be placed on the ballot in connection with countywide or municipal elections.
17. Tax supported bond referendum initiatives shall be placed on the election ballot only after the development of a comprehensive debt service management plan that provides for the:
 - establishment of cash flow projections which provide an indication of fund requirements and the timing of bond sales

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development of principal and interest repayment schedules associated with bond sales
development of annual operating costs associated with capital projects
allocation of General Fund unrestricted revenues to support the repayment of issued bonds.

18. Projected bond cash flow deficits (the difference between projected bond repayment schedules and available revenues) shall be funded through increased taxes or reduction in General Fund services and programs.
19. A debt service management plan and fiscal impact statement shall be developed in connection with each bond referendum initiative and shall be disseminated to the general public.
20. Bond referendum initiatives that pass which contain debt service management plans providing for increased taxes shall be imposed in the first fiscal year immediately following the passage of the referendum. Fiscal impact statements that contain property tax rate increases shall be limited to \$0.04 per \$100 in any one fiscal year. By way of illustration, a fiscal impact statement contains a \$0.07 per \$100 property tax rate increase. A property tax rate increase of \$0.04 shall be imposed in the first fiscal year immediately following the passage of the referendum with the balance of \$0.03 occurring the second year following the referendum passage
- 20a. A comprehensive debt service management plan, repayment plan and fiscal impact statement shall be developed prior to the issuance of non-voted debt.
21. General Fund resources (taxes) required to service debt service expenditures shall be calculated and communicated to the general public with the annual tax bill or annual report.

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Debt – Utility Revenue Supported

22. Utility debt service coverage ratios shall be maintained at a level of 1.25 to 1.5 times coverage or greater (as measured by net revenues, excluding capital contributions, available for debt service divided by total debt service requirements).
23. Utility system debt to equity shall not exceed 70% - 75% (as measured by total long-term debt divided by total net assets).
- 23a. Combined water and wastewater rates shall not exceed 1.5% of median household income
- 23b. Payout of aggregate principal outstanding shall be no less than 40% repaid within 10 years and 80% repaid within 20 years.

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23c. Capital contributions shall be used to fund non-recurring asset additions contained in the capital improvement plan thereby reducing the requirement to issue utility system debt

24. Utility capital projects will be financed for a period not to exceed the expected useful life of the project.

25. Utility capital projects shall be consistent and conform with other master plans such as Land Use, Economic Development and Transportation

26. Utility capital projects shall satisfy area wide benefits relating to production, treatment, transmission and distribution, as well as being economically viable.

27. The County will maintain its enterprise financial condition in order to maintain a minimum bond rating in the "A" category for outstanding Revenue debt from at least one nationally recognized municipal debt rating service.

28. Utility debt issuance shall be considered only after inclusion of the financed projects in the County's Capital Improvement Plan and Financial Feasibility Plan.

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29. Debt issuance shall be considered only after the:
establishment of cash flow projections which provide an indication of fund requirements and the timing of bond sales
development of principal and interest repayment schedules associated with bond sales
development of annual operating costs associated with capital projects
development of a financial feasibility plan to support the repayment of issued bonds

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Investments

30. The County will monitor the receipt and disbursement of all funds to ensure the maximum investment of idle cash.

31. The County will invest only in instruments which comply with the North Carolina Budget and Fiscal Control Act.

Capital Planning

32. The County will develop, and annually update, a comprehensive 5-year capital improvement plan for the General Fund (in collaboration with and to include the Union County Public Schools) which identifies and balances both sources (where the money comes from) and uses (where the money goes).

33. The County will develop, and update semi-annually, a comprehensive 5-year capital improvement plan for the Enterprise Funds which identifies and balances both sources (where the money comes from) and uses (where the money goes).

Fund Balance Targets

34. The maintenance of adequate fund balance is necessary to provide working capital, funds for unanticipated expenditures, funds for capital expenditures in advance of their reimbursement from debt proceeds and tax rate stabilization.
35. General Fund target unreserved fund balances are estimated at 16% (as measured by unrestricted cash and investments minus liabilities divided by expenditures plus recurring interfund transfers).
36. Water and Sewer Operating Fund target fund balances are estimated at 365 days cash on hand (as measured by unrestricted cash and investments minus non-GAAP liabilities divided by operating expenses to include depreciation).

Excess Fund Balance

37. General and Enterprise Fund balances in excess and Enterprise Fund balances in excess of target levels will be transferred to capital reserve funds to provide equity resources to fund the County's capital improvement plan.

Swap Agreements

38. Authorized to achieve a reduction and/or limit the financial exposure of debt service payments.
39. Must receive an opinion of bond counsel law firm that agreement is legal and binding.
40. Must receive Local Government Commission approval.
41. Must retain independent certification from financial advisor that swap agreement provides fair market value and that the associated risks are prudent risk appropriate for the County
42. Counterparty must have two long-term, unsecured credit ratings in at least double A category.
43. Swap agreements may be procured either through negotiation or competitive. If negotiated, County must receive fair market opinion from financial advisor.

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43a Swap agreements which synthetically fix variable rate debt, combined with unhedged variable rate debt, will not exceed 20% to 30% of all long-term debt outstanding, this metric will be applied separately to tax supported and enterprise debt.

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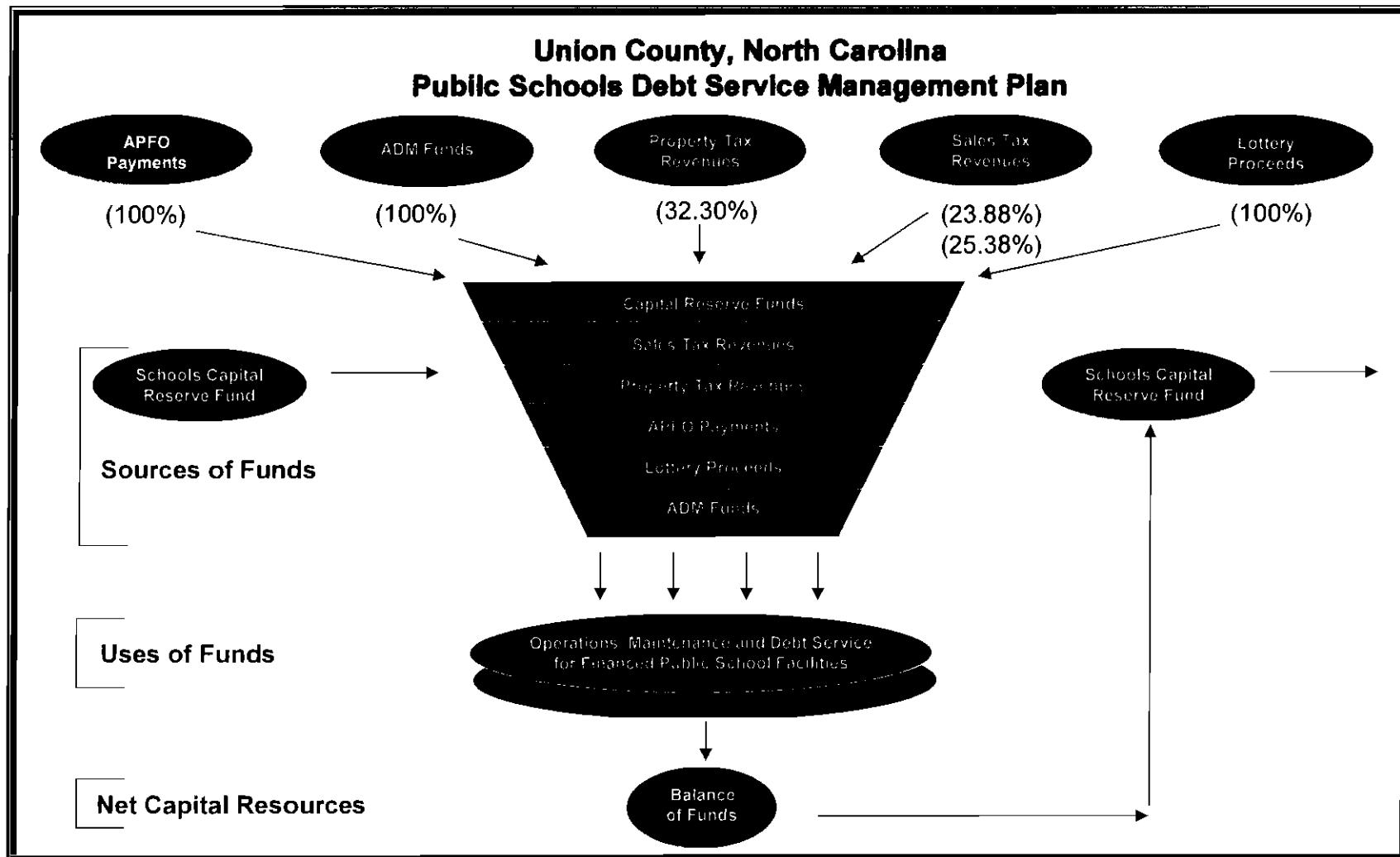
User Fees

44. County encourages the establishment of fees at a level that maximizes revenues
45. Regulatory fees shall be set at a level that strives to recover full costs (direct and indirect costs, such as depreciation or usage costs associated with capital assets) of providing the service, unless statutory restrictions limit the fee amount
46. Non-regulatory fees are charged for a wide variety of services with the primary purpose for non-regulatory fees being to: 1) influence the use of the service and 2) increase equity.
47. Non-regulatory goods or services provided to specific, identifiable recipients shall be self-sustaining and therefore, shall be financed through user fees.
48. Non-regulatory user fees shall be set at a level that is competitive in the marketplace and strives to recover full costs (direct and indirect costs, such as depreciation or usage costs associated with capital assets) except when:
 - free or subsidized service provides a significant public benefit;
 - the County has determined that it should influence personal choice to achieve community-wide public benefits;
 - full cost recovery would result in reduced use of the service or limit access to intended users thereby not achieving community-wide public benefits;
 - the cost of collecting the user fees would be excessively high;
 - ensuring the users pay the fees would require extreme measures.



Union County, North Carolina

Public Schools Debt Service Management Plan



**Union County Public Schools
Debt Service Management Plan**

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Issued Debt	14,586,457	21,223,141	20,792,764	29,777,523	39,079,812	40,686,943	40,912,035	43,044,109	41,914,991	41,560,376
COPs 2006	0	0	3,477,790	7,564,964	7,415,023	7,255,713	7,077,938	6,905,218	6,804,019	6,635,131
Misc. Debt Service Expend's	0	0	0	0	0	0	0	0	0	0
Misc Funds for CPD projects	0	0	88,061	0	0	0	0	0	0	0
CP	0	0	1,550,813	2,176,442	0	0	0	0	0	0
2007ABCD	0	0	0	0	0	0	0	0	0	0
Unauthorized	0	0	0	0	0	0	0	0	0	0
	14,586,457	21,223,141	25,909,428	39,518,930	46,494,836	47,942,656	47,989,973	49,949,328	48,719,010	48,195,507
Lottery	0	0	(1,631,368)	(3,709,058)	(3,721,782)	(5,171,569)	(4,344,764)	(4,453,383)	(4,575,851)	(4,713,127)
ADM	(1,469,609)	(1,947,466)	(3,112,131)	(1,704,475)	(1,868,873)	0	0	0	0	0
School Debt Service	13,116,847	19,275,675	21,165,929	34,105,397	42,773,054	42,771,087	43,645,209	45,495,945	44,143,159	43,482,380
Union County Tax Rate (Gross)	59.50	63.00	63.67	71.11	66.50	66.50	66.50	66.50	66.50	66.50
UCPS Supplemental	(7.00)	(7.00)	(7.67)	(7.67)	0.00	0.00	0.00	0.00	0.00	0.00
Union County Tax Rate (Net)	52.50	56.00	56.00	63.44	66.50	66.50	66.50	66.50	66.50	66.50
1 cent on tax base (net)	1,320,639	1,437,215	1,573,949	1,703,660	2,183,503	2,217,301	2,250,560	2,295,572	2,341,483	2,388,313
Property Taxes	69,333,521	80,484,050	100,213,356	121,147,249	145,202,928	147,450,508	149,662,266	152,655,511	155,708,621	158,822,794
School Debt Service	12.00	15.50	13.43	17.93	18.72	21.48	21.48	21.48	21.48	21.48
% of debt service to taxes	22.85%	27.68%	21.09%	25.21%	28.15%	32.30%	32.30%	32.30%	32.30%	32.30%
Property Tax Allocation	15,842,710	22,276,835	21,134,987	30,546,620	40,873,960	47,626,394	48,340,790	49,307,606	50,293,758	51,299,633
Sales Tax (Gross)	28,145,625	32,283,956	36,862,578	37,304,526	30,853,200	26,740,285	23,666,635	24,278,801	24,946,468	25,694,862
UCPS Supplemental	(3,294,875)	(3,752,032)								
Sales Taxes (Net)	24,850,750	28,531,924				0	0	0	0	0
% of debt service to sales tax	22.85%	22.85%	20.30%	20.30%	21.37%	23.88%	25.38%	25.38%	25.38%	25.38%
Sales Tax Allocation	5,678,396	6,519,545	7,483,103	7,572,819	6,592,846	6,386,213	6,010,487	6,160,749	6,330,170	6,520,075
Other Misc Sources	50,157	3	2,387							
GO Bond Int.		GO Bond Int.								
Facility Occupancy Costs	0	2,146,269	3,426,312	7,292,902	8,753,682	11,601,632	11,601,632	11,601,632	11,601,632	11,601,632
Use of Reserves		0	4,136,882		12,149,632		0	0	0	0
Total Sources	23,040,872	30,743,849	33,363,986	43,532,972	53,057,460	59,184,176	58,696,041	59,921,738	61,199,779	62,532,834
Total Uses	14,586,457	23,369,410	33,472,622	46,811,832	67,398,150	59,544,288	59,591,605	61,550,960	60,320,642	59,797,139
Net	8,454,416	7,374,439	(108,636)	(3,278,860)	(14,340,690)	(360,112)	(895,564)	(1,629,221)	879,137	2,735,696
Source less OC & Reserves		28,597,580	25,800,792	36,240,070	32,154,146	47,582,544	47,094,409	48,320,106	49,598,147	50,931,203
Debt Total		21,223,141	25,909,428	39,518,930	46,494,836	47,942,656	47,989,973	49,949,328	48,719,010	48,195,507
Net to remit to Sinking Fund		7,374,439	(108,636)	(3,278,860)	(14,340,690)	(360,112)	(895,564)	(1,629,221)	879,137	2,735,696

**Union County Public Schools
Debt Service Management Plan**

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Debt Service Reserve Funds										
Balance Forward	916,430	9,370,846	16,745,284	16,636,649	13,357,788	(982,901)	(1,343,013)	(2,238,577)	(3,867,798)	(2,988,661)
Schools Debt Service & O&M	(14,586,457)	(23,369,410)	(33,472,622)	(46,811,832)	(67,398,150)	(59,544,288)	(59,591,605)	(61,550,960)	(60,320,642)	(59,797,139)
Property + Sales Tax Alloc.	23,040,872	30,743,849	33,363,986	43,532,972	53,057,460	59,184,176	58,696,041	59,921,738	61,199,779	62,532,834
Net Resources Available	9,370,846	16,745,284	16,636,649	13,357,788	(982,901)	(1,343,013)	(2,238,577)	(3,867,798)	(2,988,661)	(252,965)
Increase/decrease Schools debt service tax rate	0.00									
Proceeds from Tax	0	0	0	0	0	0	0	0	0	0
Increase/decrease Schools debt service tax rate		0.00								
Proceeds from Tax		0	0	0	0	0	0	0	0	0
Increase/decrease Schools debt service tax rate			0.00							
Proceeds from Tax			0	0	0	0	0	0	0	0
Increase/decrease Schools debt service tax rate				0.00						
Proceeds from Tax				0	0	0	0	0	0	0
Increase/decrease Schools debt service tax rate					0.00					
Proceeds from Tax					0	0	0	0	0	0
Increase/decrease Schools debt service tax rate						0.0000				
Proceeds from Tax						0	0	0	0	0
Increase/decrease Schools debt service tax rate							0.00			
Proceeds from Tax							0	0	0	0
Increase/decrease Schools debt service tax rate								0.00	0.00	0.00
Proceeds from Tax								0	0	0
Cumulative Net Resources	9,370,846	16,745,284	16,636,649	13,357,788	(982,901)	(1,343,013)	(2,238,577)	(3,867,798)	(2,988,661)	(252,965)
Schools Debt Service Tax	12.00	15.50	13.43	17.93	18.72	21.48	21.48	21.48	21.48	21.48
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00
					0.00	0.00	0.00	0.00	0.00	0.00
						0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00
								0.00	0.00	0.00
									0.00	0.00
										0.00
Total School Debt Service	12.00	15.50	13.43	17.93	18.72	21.48	21.48	21.48	21.48	21.48
General Fund (incs UCPS suppl.)	47.50	47.50	50.24	53.18	47.78	45.02	45.02	45.02	45.02	45.02
Total General Ad Val. Tax	59.50	63.00	63.67	71.11	66.50	66.50	66.50	66.50	66.50	66.50



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

AGENDA ITEM # 4/2a 283-3746
704-292-2588 Fax
MEETING DATE 3/16/10 John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners

FROM: John C. Petoskey
Tax Administrator

DATE: February 26, 2010

RE: **Ninth** Motor Vehicle Billing

I hereby certify the **Ninth** 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 02/01/2010 to 02/28/2010

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

Bdg No	Description	Key	Bill Rate		Count	Total	
			Year	Year		Value	Tax
10	County	CN99999	2009	2005	1	18,500	103.60
10	County	CN99999	2009	2007	1	18,500	131.55
10	County	CN99999	2009	2008	153	1,418,645	9,629.48
10	County	CN99999	2009	2009	11,843	103,241,116	686,597.90
Totals					11,998	104,696,761	696,462.53
77	School dist - County	SC999	2009	2005	1	18,500	12.95
Totals					1	18,500	12.95
32	Fire Dist - Springs	FR015	2009	2008	7	41,340	12.64
32	Fire Dist - Springs	FR015	2009	2009	632	5,074,064	1,554.86
39	Fire Dist - Stallings	FR020	2009	2008	21	165,755	67.30
39	Fire Dist - Stallings	FR020	2009	2009	1,161	10,412,951	4,228.67
38	Fire dist - Hemby Bridge	FR023	2009	2005	1	18,500	7.47
38	Fire dist - Hemby Bridge	FR023	2009	2007	1	18,500	6.97
38	Fire dist - Hemby Bridge	FR023	2009	2008	20	154,780	77.42
38	Fire dist - Hemby Bridge	FR023	2009	2009	1,437	12,614,194	6,217.93
37	Fire dist - Wesley Chapel	FR026	2009	2008	22	329,790	65.61
37	Fire dist - Wesley Chapel	FR026	2009	2009	1,690	21,157,183	4,041.08
34	Fire Dist - Waxhaw	FR028	2009	2008	7	83,700	20.75
34	Fire Dist - Waxhaw	FR028	2009	2009	849	7,459,954	1,850.12
Totals					5,848	57,530,711	18,150.82
78	220125 Taxes Payable - Marvin	MN01000	2009	2008	6	83,630	41.83
78	220125 Taxes Payable - Marvin	MN01000	2009	2009	224	2,994,457	1,497.67
78	220130 Taxes Payable - Monroe	MN02000	2009	2008	21	137,190	779.35
78	220130 Taxes Payable - Monroe	MN02000	2009	2009	1,643	11,419,849	64,503.49
78	220170 Taxes Payable - Wingate	MN03000	2009	2008	2	8,670	33.81
78	220170 Taxes Payable - Wingate	MN03000	2009	2009	106	698,735	2,719.31
78	220120 Taxes Payable - Marshville	MN04000	2009	2009	155	1,080,054	4,104.20
78	220150 Taxes Payable - Waxhaw	MN05000	2009	2008	4	61,190	208.04
78	220150 Taxes Payable - Waxhaw	MN05000	2009	2009	456	4,539,813	15,435.34
78	220110 Taxes Payable - Indian Trail	MN06000	2009	2008	23	215,520	312.54
78	220110 Taxes Payable - Indian Trail	MN06000	2009	2009	1,761	15,885,960	23,035.06
78	220140 Taxes Payable - Stallings	MN07000	2009	2005	1	18,500	46.25
78	220140 Taxes Payable - Stallings	MN07000	2009	2007	1	18,500	46.25
78	220140 Taxes Payable - Stallings	MN07000	2009	2008	11	67,025	151.63
78	220140 Taxes Payable - Stallings	MN07000	2009	2009	769	7,089,080	15,241.67
78	220160 Taxes Payable - Weddington	MN08000	2009	2008	5	50,740	15.22
78	220160 Taxes Payable - Weddington	MN08000	2009	2009	578	6,325,011	1,897.74

Motor Vehicle Billing Summary for the period 02/01/2010 to 02/28/2010

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 Year	Rate Year	Count	Total Value	Tax
78 220115	Taxes Payable - Lake Park....	MN09000	2009	2008	3	10,090	21.19
78 220115	Taxes Payable - Lake Park....	MN09000	2009	2009	180	1,552,097	3,565.94
78 220175	Taxes Payable - Fairview....	MN09300	2009	2008	3	62,590	12.52
78 220175	Taxes Payable - Fairview....	MN09300	2009	2009	115	944,608	142.64
78 220145	Taxes Payable Hemby Bridge..	MN09500	2009	2008	3	29,280	7.37
78 220145	Taxes Payable Hemby Bridge..	MN09500	2009	2009	61	409,497	102.43
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2008	2	23,960	3.96
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2009	322	3,405,805	562.35
78 220135	Taxes Payable - Unionville....	MN09800	2009	2008	3	24,005	8.00
78 220135	Taxes Payable - Unionville....	MN09800	2009	2009	293	2,335,820	467.17
78 220155	Taxes Payable - Mnrl Sprngs...	MN09900	2009	2008	2	5,680	1.43
78 220155	Taxes Payable - Mnrl Sprngs...	MN09900	2009	2009	133	1,100,515	275.24
Totals.....					6,886	60,597,871	135,239.64
Grand Totals.....							849,865.94

MV22B

MOTOR VEHICLE SYSTEM ---

- Date--- --Time-- Page
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- Motor Vehicle Special Charge Summary
For the period: 02/01/2010 to 02/28/2010

Mn Cd	-----Text-	-----	Count	---Value --	---Spc Tax---
02000	Monroe Vehicle Tax	\$5.00	1,640	11,578,780	8,200.00

- - - E N D -



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

4/26
MEETING DATE 3-15-10

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: February 26, 2010

RE: **Eight Motor Vehicle Refund Register**

I hereby certify the following **Refunds** that were made during the period of **02/01/2010 – 02/28/2010**. 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 02/01/2010 to 02/28/2010

(Summary)

Bdg No	Description	Key	Bill Year	Rate Year	Value	Total Tax	Int
10	County	CN99999	2007	2007	11,500	124.00	.00
10	County	CN99999	2008	2007	34,851	255.87	.13
10	County	CN99999	2008	2008	77,462	545.82	.00
10	County	CN99999	2009	2008	24,188	186.79	.12
10	County	CN99999	2009	2009	31,844	285.06	.13
Net Totals					179,845	1,397.54	.38
Net Totals					0	.00	.00
39	Fire Dist - Stallings	FR020	2009	2009	1,027	.42	.00
38	Fire dist - Hemby Bridge	FR023	2008	2007	17,801	6.72	.00
38	Fire dist - Hemby Bridge	FR023	2008	2008	15,911	7.84	.00
38	Fire dist - Hemby Bridge	FR023	2009	2009	14,216	7.02	.00
37	Fire dist - Wesley Chapel	FR026	2008	2008	34,626	6.62	.00
37	Fire dist - Wesley Chapel	FR026	2009	2008	3,453	.72	.00
37	Fire dist - Wesley Chapel	FR026	2009	2009	2,785	2.62	.00
34	Fire Dist - Waxhaw	FR028	2007	2007	0	2.77	.00
Net Totals					89,819	34.73	.00
78	220130 Taxes Payable - Monroe	MN02000	2008	2008	0	15.96	.00
78	220150 Taxes Payable - Waxhaw	MN05000	2007	2007	0	18.41	.00
78	220110 Taxes Payable - Indian Trail	MN06000	2008	2007	17,050	27.35	.00
78	220110 Taxes Payable - Indian Trail	MN06000	2009	2009	1,027	1.49	.00
78	220160 Taxes Payable - Weddington	MN08000	2008	2008	17,300	5.19	.00
78	220160 Taxes Payable - Weddington	MN08000	2009	2009	0	3.30	.00
78	220115 Taxes Payable - Lake Park	MN09000	2008	2007	17,801	40.95	.00
78	220115 Taxes Payable - Lake Park	MN09000	2008	2008	15,911	33.43	.00
78	220115 Taxes Payable - Lake Park	MN09000	2009	2009	14,216	32.68	.00
78	220165 Taxes Payable - Wesley Chapel	MN09700	2009	2008	3,453	.56	.00
Net Totals					86,758	179.32	.00
84	220000 NC State Interest	NC00000	2007	2007	0	.00	.00
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	.09
84	220000 NC State Interest	NC00000	2009	2009	0	.00	.20
Net Totals					0	.00	.29

MV68GL OF
(Finance)

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

Assessor Refund Register for the period 02/01/2010 to 02/28/2010
(Summary)

---Date--- --Time-- Page
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Net Grand Totals.....:

1,611.59- .67-



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

AGENDA ITEM
4/2c
MEETING DATE 3-15-10
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: February 26, 2010
RE: **Eighth** Motor Vehicle Release Register

I hereby certify the following **Releases** were made during the period of **02/01/2010 –02/28/2010**. 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 02/01/2010 to 02/28/2010

(Summary)

Bdg No	Description	Key	Bill Year	Rate Year	Value	Total Tax	Int
10	County	CN99999	2007	2006	1,470	70.76	12.50
10	County	CN99999	2008	2007	7,150	59.41	7.97
10	County	CN99999	2008	2008	62,063	429.42	48.39
10	County	CN99999	2009	2008	59,015	392.45	16.93
10	County	CN99999	2009	2009	417,008	2,778.24	12.97
Net Totals					546,706	3,730.28	98.76
Net Totals					0	.00	.00
32	Fire Dist - Springs	FR015	2008	2008	19,810	6.06	.47
32	Fire Dist - Springs	FR015	2009	2009	28,626	8.75	.00
39	Fire Dist - Stallings	FR020	2009	2008	4,360	1.77	.05
39	Fire Dist - Stallings	FR020	2009	2009	16,988	6.90	.00
38	Fire dist - Hemby Bridge	FR023	2008	2008	5,830	2.87	.20
38	Fire dist - Hemby Bridge	FR023	2009	2009	33,113	16.33	.17
37	Fire dist - Wesley Chapel	FR026	2008	2008	17,326	3.32	.00
37	Fire dist - Wesley Chapel	FR026	2009	2008	43,100	8.23	.37
37	Fire dist - Wesley Chapel	FR026	2009	2009	26,892	5.13	.00
34	Fire Dist - Waxhaw	FR028	2008	2007	7,150	3.67	.52
34	Fire Dist - Waxhaw	FR028	2009	2009	44,262	10.98	.00
Net Totals					212,805	67.37	1.78
78	220125 Taxes Payable - Marvin	MN01000	2009	2009	2,753	1.38	.00
78	220130 Taxes Payable - Monroe	MN02000	2007	2006	1,470	68.06	12.47
78	220130 Taxes Payable - Monroe	MN02000	2008	2008	14,010	79.35	7.50
78	220130 Taxes Payable - Monroe	MN02000	2009	2008	7,940	49.31	1.80
78	220130 Taxes Payable - Monroe	MN02000	2009	2009	140,346	738.53	3.93
78	220170 Taxes Payable - Wingate	MN03000	2009	2009	20,000	78.00	.00
78	220150 Taxes Payable - Waxhaw	MN05000	2008	2007	7,150	24.31	3.19
78	220150 Taxes Payable - Waxhaw	MN05000	2009	2009	19,140	65.08	.00
78	220110 Taxes Payable - Indian Trail	MN06000	2009	2009	38,491	55.81	.51
78	220140 Taxes Payable - Stallings	MN07000	2009	2009	17,030	36.62	.00
78	220160 Taxes Payable - Weddington	MN08000	2009	2009	5,055	1.52	.00
78	220115 Taxes Payable - Lake Park	MN09000	2009	2009	2,090	4.80	.12
78	220175 Taxes Payable - Fairview	MN09300	2009	2009	4,673	.70	.00
78	220165 Taxes Payable - Wesley Chapel	MN09700	2009	2008	43,100	7.12	.35
78	220165 Taxes Payable - Wesley Chapel	MN09700	2009	2009	18,860	3.11	.00
78	220135 Taxes Payable - Unionville	MN09800	2008	2008	0	.50	.01
78	220135 Taxes Payable - Unionville	MN09800	2009	2009	2,053	.41	.00
78	220155 Taxes Payable - Mnr1 Sprngs	MN09900	2009	2009	3,453	.86	.00

(Finance)

Assessor Release Register for the period 02/01/2010 to 02/28/2010

(Summary)

	Net Totals.....:		347,614	1,215.47-	29.88-
84 220000	NC State Interest.....: NC00000 2007 2006	0		.00	4.16-
84 220000	NC State Interest.....: NC00000 2008 2007	0		.00	2.62-
84 220000	NC State Interest.....: NC00000 2008 2008	0		.00	19.01-
84 220000	NC State Interest.....: NC00000 2009 2008	0		.00	13.75-
84 220000	NC State Interest.....: NC00000 2009 2009	0		.00	21.06-
	Net Totals.....:	0		.00	60.60-
	Net Grand Totals.....:			5,013.12-	191.02-

AGENDA ITEM
4/20
3.15-10

**Year-to-Date Totals for
Tax Bill Releases and Refunds
(Includes Real and Personal Property but not Motor Vehicles)**

Month	Tax Year 2009 (FY 2009 - 2010)		2010	2011	2012	2013
	Releases	Refunds				
July						
August	12,769.86	21,223.12				
September	178,625.34	29,082.72				
October	102,187.83	12,320.71				
November	22,375.56	6,486.97				
December	51,439.12	4,025.36				
January	42,138.51	4,334.49				
February	68,173.84					
March						
April						
May						
June						
Year-to-Date	477,710.06	77,473.37				

RELEASES FEBRUARY 2010

2010											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	HembyGT
09381005A	BROOKS DALE RC	6252	43	42,050			406.18				
09381005A	BROOKS DALE RC	6253	43	19,030			279.63				
Totals-2010				61,080			685.81				
2009											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	HembyGT
50101911	SCOTT TURF COM	6244	42		50,000	332.50	33.25				
50070718	TUCKER BRIAN K	6245			9,410	62.58	6.26				
50102443	ROSS SARAH SMI	6246			8,670	57.66	5.77				
50102571	GATEWOOD CAR	6247			12,570	83.59	8.36				
50102571	GATEWOOD CAR	6247			60,750	372.99	153.23	19.10	10.50		
N7027327 02	HUNTLEY F W	6248		36,130		240.26					
50094035	MCKAY WOODRO	6249			17,119	113.84	11.38				
50101328	LEONARD JAMES	6251			35,500	236.08	23.61				
07018013K	RITCH RAMELLE I	6254		1,430		9.51					0.71
50096705	CLARK RUBY C	6256			1,230	8.18	0.82				
50096742	PRUDENTE JOHN	6257					12.66				
09075003	THOMAS DAVID &	6258		32,550		216.46					
06135003A	PACE/DOWD PRO	6259	46	1,135,420		7,550.54					
50088855	MONROE GENERA	6261	47		551,568	3,667.93					
04258009E	PINNACLE HOME	6267	49	223,990		1,489.53					
50068165	CARNES RANDY /	6269			11,920	79.27	7.93				
50101945	B & H VENDING IN	6270			10,000	66.50	6.65				4.93
50063363	WALL BRENT LEE	6271			5,748	38.22	3.82				2.83
09321091	MCHAN JOHN & B	6272		133,710		889.17					
07021451	BONTERRA BUILG	6274		221,420		1,472.44					109.16
09112006A02	PINE KNOLL ESTA	6275		16,510		109.79					
50066457	MEDLIN'S TOWIN	6278	51		90,980	605.02	60.50				
07042003A	HOUSTON BILLY I	6280		207,820		463.44					34.36
50068654	RIOS MARTIN & J	6281			15,290	101.68					
06102112	SILVA JOSE	6282	53	849,740		5,650.77					

RELEASES FEBRUARY 2010

2010											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	HembyGT
09381005A	BROOKS DALE RC	6252	43	42,050				406.18			
09381005A	BROOKS DALE RC	6253	43	19,030				279.63			
Totals-2010				61,080				685.81			
2009											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	HembyGT
05117069	HILL LAND CORP	6284	54	378,260				2,515.43			
09157010	PIEDMONT BEHA	6285		87,660				582.94			
09157003	PIEDMONT BEHA	6286		948,000				6,304.20			
50100882	BROKEN J'S FENK	6287			25,000			166.25	16.63		
50070597	MANNING COMP	6288			280,000			1,862.00	186.20		
50091281	JACKSON'S EMPC	6289			48,970			325.65	32.57		
50070061	LOOSE MOOSE A	6290			1,320			8.78	0.88		
50094881	ASCENSION R FR	6292			25,000			166.25	16.63		
50066016	LAMON RECORDS	6293			18,780			124.89	12.49		
50102307	CARRIAGE FNIE	6294			25,000			166.25	16.63		
50100549	BRYANT WILLIAM	6295			61,000			405.65			
50001029	WAXHAW FURNIT	6297	61		742,409			4,937.02			
50001029	WAXHAW FURNIT	6297	61		17,375			115.54	11.55		
50101026	BEDAZZLED SALC	6298	60		23,108			153.67	15.37		11.39
Totals-2009				4,272,640	2,148,717	41,752.47	643.19	19.10	10.50		163.38
2008											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	HembyGT
N7027327 02	HUNTLEY F W	6250		36,130				240.26			
03114004A	AUTRY RILLA	6255	45	104,890				697.52			
06135003A	PACE / DOWD PR	6260	46	1,135,420				7,550.54			
50088855	MONROE GENER	6262	47		509,004			3,384.88			
04258009E	PINNACLE HOME	6268	49	223,990				1,489.53			
50063363	WALL BRENT LEE	6273			6,050			40.23	4.02		2.98
09112006A02	PINE KNOLL EST	6276		16,510				109.79			
50066457	MEDLIN'S TOWIN	6279	51		79,110			526.08	52.61		
50070061	LOOSE MOOSE A	6291			1,150			7.65	0.76		
50091281	JACKSONS EMPC	6296			42,580			283.16	28.32		
Totals-2008				1,516,940	637,894	14,329.64	85.71				2.98

RELEASES FEBRUARY 2010

2010											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	HembyGT
09381005A	BROOKS DALE RK	6252	43	42,050			406.18				
09381005A	BROOKS DALE RK	6253	43	19,030			279.63				
Totals-2010				61,080			685.81				
2009											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	HembyGT
2007											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	HembyGT
50088855	MONROE GENER	6263	47		394,540	2,805.57					
09112006A02	PINE KNOLL EST	6277		27,260		193.85					
Totals-2007				27,260	394,540	2,999.42					
2006											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	HembyGT
50088855	MONROE GENER	6264	47		385,160	2,452.31					
Totals-2006					385,160	2,452.31					
2005											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	HembyGT
50088855	MONROE GENER	6265	47		295,937	1,657.25		207.16			
50015142	OPTOMETRIC EYE	6283	55		60,602	339.37				42.42	
Totals-2005					356,539	1,996.62		207.16			42.42
2004											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	HembyGT
50088855	MONROE GENER	6266	47		244,268	1,282.41		170.99			
Totals-2004					244,268	1,282.41		170.99			
GRAND TOTALS				6,877,920	4,167,118	85,498.68	728.90	397.25	10.50	42.42	166.36

RELEASES FEBRUARY 2010

2010											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	HembyLL	SpringsGT	SpringsLL	StallGT	StallLL	WaxhawGT
09381005A	BROOKS DALE R	6252	43	42,050			18.69				
09381005A	BROOKS DALE R	6253	43	19,030			12.87				
Totals-2010				61,080			31.56				
2009											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	HembyLL	SpringsGT	SpringsLL	StallGT	StallLL	WaxhawGT
50101911	SCOTT TURF COM	6244	42		50,000		15.30	1.53			
50070718	TUCKER BRIAN K	6245			9,410						
50102443	ROSS SARAH SM	6246			8,670						
50102571	GATEWOOD CAR	6247			12,570		3.85	0.38			
50102571	GATEWOOD CAR	6247			60,750		10.42	3.37			
N7027327 02	HUNTLEY F W	6248		36,130							
50094035	MCKAY WOODRC	6249			17,119						
50101328	LEONARD JAMES	6251			35,500						
07018013K	RITCH RAMELLE I	6254		1,430							
50096705	CLARK RUBY C	6256			1,230				0.50	0.05	
50096742	PRUDENTE JOHN	6257									
09075003	THOMAS DAVID &	6258		32,550							
06135003A	PACE/DOWD PRC	6259	48	1,135,420							281.58
50088855	MONROE GENER.	6261	47		551,568						
04258009E	PINNACLE HOME	6267	49	223,990							
50068165	CARNES RANDY J	6269			11,920						
50101945	B & H VENDING I	6270			10,000	0.49					
50063363	WALL BRENT LEE	6271			5,748	0.28					
09321091	MCHAN JOHN & B	6272		133,710							
07021451	BONTERRA BUILT	6274		221,420							
09112006A02	PINE KNOLL ESTY	6275		16,510							
50066457	MEDLIN'S TOWIN	6278	51		90,980						
07042003A	HOUSTON BILLY I	6280		207,820							
50068654	RIOS MARTIN & J	6281			15,290						
06102112	SILVA JOSE	6282	53	849,740							

RELEASES FEBRUARY 2010

2010											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	HembyLL	SpringsGT	SpringsLL	StallGT	StallLL	WaxhawGT
09381005A	BROOKS DALE RK	6252	43	42,050							18.69
09381005A	BROOKS DALE RK	6253	43	19,030							12.87
Totals-2010				61,080							31.56
2009											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	HembyLL	SpringsGT	SpringsLL	StallGT	StallLL	WaxhawGT
05117069	HILL LAND CORP	6284	54	378,260							93.81
09157010	PIEDMONT BEHA	6285		87,660							
09157003	PIEDMONT BEHA	6286		948,000							
50100882	BROKEN J'S FENC	6287			25,000						
50070597	MANNING COMP	6288			280,000						
50091281	JACKSON'S EMPC	6289			48,970						12.14
50070061	LOOSE MOOSE A	6290			1,320						0.33
50094881	ASCENSION R FR	6292			25,000						
50066016	LAMON RECORDS	6293			18,780						
50102307	CARRIAGE FNIE I	6294			25,000						
50100549	BRYANT WILLIAM	6295			61,000						
50001029	WAXHAW FURNIT	6297	61		742,409						
50001029	WAXHAW FURNIT	6297	61		17,375						
50101026	BEDAZZLED SALC	6298	60		23,108	1.14					
Totals-2009				4,272,640	2,148,717	1.91	29.57	5.28	0.50	0.05	387.88
2008											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	HembyLL	SpringsGT	SpringsLL	StallGT	StallLL	WaxhawGT
N7027327 02	HUNTLEY F W	6250		36,130							
03114004A	AUTRY RILLA	6255	45	104,890							
06135003A	PACE / DOWD PR	6260	46	1,135,420							281.58
50088855	MONROE GENER	6262	47		509,004						
04258009E	PINNACLE HOME	6268	49	223,990							
50063363	WALL BRENT LEE	6273			6,050	0.30					
09112006A02	PINE KNOLL EST	6276		16,510							
50066457	MEDLIN'S TOWIN	6279	51		79,110						
50070061	LOOSE MOOSE A	6291			1,150						0.29
50091281	JACKSONS EMPC	6296			42,580						10.56
Totals-2008				1,518,940	637,894	0.30					292.43

RELEASES FEBRUARY 2010

2010											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	HembyLL	SpringsGT	SpringsLL	StallGT	StallLL	WaxhawGT
09381005A	BROOKS DALE RK	6252	43	42,050			18.69				
09381005A	BROOKS DALE RK	6253	43	19,030			12.87				
Totals-2010				61,080			31.56				
2009											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	HembyLL	SpringsGT	SpringsLL	StallGT	StallLL	WaxhawGT
2007											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	HembyLL	SpringsGT	SpringsLL	StallGT	StallLL	WaxhawGT
50088855	MONROE GENER.	6263	47		394,540						
09112006A02	PINE KNOLL EST/	6277		27,260							
Totals-2007				27,260	394,540						
2006											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	HembyLL	SpringsGT	SpringsLL	StallGT	StallLL	WaxhawGT
50088855	MONROE GENER.	6264	47		385,160						
Totals-2006					385,160						
2005											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	HembyLL	SpringsGT	SpringsLL	StallGT	StallLL	WaxhawGT
50088855	MONROE GENER.	6265	47		295,937						
50015142	OPTOMETRIC EYI	6283	58		60,602						
Totals-2005					356,539						
2004											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	HembyLL	SpringsGT	SpringsLL	StallGT	StallLL	WaxhawGT
50088855	MONROE GENER.	6268	47		244,268						
Totals-2004					244,268						
GRAND TOTALS				5,877,920	4,167,118	2.21	61.13	6.28	0.50	0.05	680.29

RELEASES FEBRUARY 2010

2010											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WaxhawLL	WesleyGT	WesleyLL	BakersFF	LanesCr FF	Sandy Ridge FF
09381005A	BROOKS DALE RK	6252	43	42,050							
09381005A	BROOKS DALE RK	6253	43	19,030							
Totals-2010				61,080							
2009											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WaxhawLL	WesleyGT	WesleyLL	BakersFF	LanesCr FF	Sandy Ridge FF
50101911	SCOTT TURF CON	6244	42		50,000						
50070718	TUCKER BRIAN K	6245			9,410				40.21		
50102443	ROSS SARAH SM	6246			6,670						
50102571	GATEWOOD CAR	6247			12,570						
50102571	GATEWOOD CAR	6247			60,750						
N7027327 02	HUNTLEY F W	6248		36,130					40.21		
50094035	MCKAY WOODRC	6249			17,119		3.27	0.33			
50101328	LEONARD JAMES	6251			35,500						
07018013K	RITCH RAMELLE I	6254		1,430							
50096705	CLARK RUBY C	6256			1,230						
50096742	PRUDENTE JOHN	6257									
09075003	THOMAS DAVID &	6258		32,550							
06135003A	PACE/DOWD PRC	6259	46	1,135,420							
50088855	MONROE GENER	6261	47		551,568						
04258009E	PINNACLE HOME	6267	49	223,990							50.00
50068165	CARNES RANDY J	6269			11,920						
50101945	B & H VENDING I	6270			10,000						
50063363	WALL BRENT LEE	6271			5,748						
09321091	MCHAN JOHN & B	6272		133,710							
07021451	BONTERRA BUILT	6274		221,420							
09112006A02	PINE KNOLL EST	6275		16,510							
50066457	MEDLIN'S TOWIN	6278	51		90,980						
07042003A	HOUSTON BILLY I	6280		207,820							
50068654	RIOS MARTIN & J	6281			15,290					50.00	
06102112	SILVA JOSE	6282	53	849,740			162.30				

RELEASES FEBRUARY 2010

2010											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WaxhawLL	WesleyGT	WesleyLL	BakersFF	LanesCr FF	Sandy Ridge FF
09381005A	BROOKS DALE RC	6252		43	42,050						
09381005A	BROOKS DALE RC	6253		43	19,030						
Totals-2010					61,080						
2009											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WaxhawLL	WesleyGT	WesleyLL	BakersFF	LanesCr FF	Sandy Ridge FF
05117069	HILL LAND CORP	6284		54	378,260						
09157010	PIEDMONT BEHA	6285			87,660						
09157003	PIEDMONT BEHA	6286			948,000						
50100882	BROKEN J'S FENC	6287			25,000						
50070597	MANNING COMP	6288			280,000		53.48	5.35			
50091281	JACKSON'S EMPC	6289			48,970	1.21					
50070061	LOOSE MOOSE A	6290			1,320	0.03					
50094881	ASCENSION R FR	6292			25,000						
50066016	LAMON RECORDS	6293			18,780						
50102307	CARRIAGE FNIE	6294			25,000		4.78	0.48			
50100549	BRYANT WILLIAM	6295			61,000						
50001029	WAXHAW FURNIT	6297	61		742,409						
50001029	WAXHAW FURNIT	6297	61		17,375						
50101026	BEDAZZLED SALC	6298	60		23,108						
Totals-2009					4,272,840	2,148,717	1.24	223.83	6.16	80.42	50.00
2008											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WaxhawLL	WesleyGT	WesleyLL	BakersFF	LanesCr FF	Sandy Ridge FF
N7027327 02	HUNTLEY F W	6250			36,130				40.21		
03114004A	AUTRY RILLA	6255	45		104,890					55.00	
06135003A	PACE / DOWD PR	6260	46		1,135,420						
50086855	MONROE GENER	6262	47		509,004						
04258009E	PINNACLE HOME	6268	49		223,990						50.00
50063363	WALL BRENT LEE	6273			6,050						
09112006A02	PINE KNOLL EST	6276			16,510						
50086457	MEDLIN'S TOWIN	6279	51		79,110						
50070061	LOOSE MOOSE A	6291			1,150	0.03					
50091281	JACKSONS EMPC	6296			42,580	1.06					
Totals-2008					1,516,940	637,894	1.09			40.21	55.00

RELEASES FEBRUARY 2010

2010											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WaxhawLL	WesleyGT	WesleyLL	BakersFF	LanesCr FF	Sandy Ridge FF
09381005A	BROOKS DALE FK	6252	43	42,050							
09381005A	BROOKS DALE FK	6253	43	19,030							
Totals-2010				61,080							
2009											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WaxhawLL	WesleyGT	WesleyLL	BakersFF	LanesCr FF	Sandy Ridge FF
2007											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WaxhawLL	WesleyGT	WesleyLL	BakersFF	LanesCr FF	Sandy Ridge FF
50088855	MONROE GENER	6263	47		394,540						
09112006A02	PINE KNOLL EST	6277		27,260							
Totals-2007				27,260	394,540						
2006											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WaxhawLL	WesleyGT	WesleyLL	BakersFF	LanesCr FF	Sandy Ridge FF
50088855	MONROE GENER	6264	47		385,160						
Totals-2006					385,160						
2005											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WaxhawLL	WesleyGT	WesleyLL	BakersFF	LanesCr FF	Sandy Ridge FF
50088855	MONROE GENER	6265	47		295,937						
50015142	OPTOMETRIC EYE	6283	55		60,602						
Totals-2005					356,539						
2004											
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WaxhawLL	WesleyGT	WesleyLL	BakersFF	LanesCr FF	Sandy Ridge FF
50088855	MONROE GENER	6266	47		244,268						
Totals-2004					244,268						
GRAND TOTALS				5,877,920	4,167,118	2.33	223.83	6.16	120.63	105.00	100.00

RELEASES FEBRUARY 2010

2010									
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WesleyTT	WesleyLLP	HembyTT	Totals
09381005A	BROOKS DALE R	6252	43	42,050					424.87
09381005A	BROOKS DALE R	6253	43	19,030					292.50
Totals-2010				61,080					717.37
2009									
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WesleyTT	WesleyLLP	HembyTT	Totals
50101911	SCOTT TURF CO	6244	42		50,000				382.58
50070716	TUCKER BRIAN K	6245			9,410				109.05
50102443	ROSS SARAH SM	6246			8,670				63.43
50102571	GATEWOOD CAR	6247			12,570				96.18
50102571	GATEWOOD CAR	6247			80,750				569.61
N7027327 02	HUNTLEY F W	6248		36,130					280.47
50094035	MCKAY WOODRC	6249			17,119				128.82
50101328	LEONARD JAMES	6251			35,500				259.69
07018013K	RITCH RAMELLE I	6254		1,430				0.36	10.58
50096705	CLARK RUBY C	6256			1,230				9.55
50096742	PRUDENTE JOHN	6257							12.66
09075003	THOMAS DAVID &	6258		32,550					216.46
06135003A	PACE/DOWD PRC	6259	48	1,135,420					7,832.12
50088855	MONROE GENER	6261	47		551,568				3,667.93
04258009E	PINNACLE HOME	6267	49	223,990					1,539.53
50068165	CARNES RANDY	6269			11,920				87.20
50101945	B & H VENDING IN	6270			10,000				78.57
50063363	WALL BRENT LEE	6271			5,748				46.15
09321091	MCHAN JOHN & B	6272		133,710					889.17
07021451	BONTERRA BUIL	6274		221,420					1,581.60
09112006A02	PINE KNOLL EST	6275		16,510					109.79
50056457	MEDLIN'S TOWIN	6276	51		90,980				665.52
07042003A	HOUSTON BILLY I	6280		207,820				17.42	515.22
50068654	RIOS MARTIN & J	6281			15,290				151.68
06102112	SILVA JOSE	6282	53	849,740					5,813.07

RELEASES FEBRUARY 2010

2010									
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WesleyTT	WesleyLLP	HembyTT	Totals
09381005A	BROOKS DALE RC	6252	43	42,050					424.87
09381005A	BROOKS DALE RC	6253	43	19,030					292.50
Totals-2010				61,080					717.37
2009									
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WesleyTT	WesleyLLP	HembyTT	Totals
05117069	HILL LAND CORP	6284	54	378,260					2,609.24
09157010	PIEDMONT BEHA	6285		87,660					582.94
09157003	PIEDMONT BEHA	6286		948,000					6,304.20
50100882	BROKEN J'S FENK	6287			25,000				182.88
50070597	MANNING COMP	6288			280,000				2,107.03
50091281	JACKSON'S EMPC	6289			48,970				371.57
50070061	LOOSE MOOSE A	6290			1,320				10.02
50094881	ASCENSION R FR	6292			25,000				182.88
50066016	LAMON RECORDS	6293			18,780				137.38
50102307	CARRIAGE FNIE I	6294			25,000	4.13	0.41		192.68
50100549	BRYANT WILLIAM	6295			61,000				405.65
50001029	WAXHAW FURNIT	6297	61		742,409				4,937.02
50001029	WAXHAW FURNIT	6297	61		17,375				127.09
50101026	BEDAZZLED SALC	6298	60		23,108				181.57
Totals-2009				4,272,640	2,148,717	4.13	0.41	17.78	43,447.78
2008									
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WesleyTT	WesleyLLP	HembyTT	Totals
N7027327 02	HUNTLEY F W	6250		36,130					280.47
03114004A	AUTRY RILLA	6255	45	104,890					752.52
06135003A	PACE / DOWD PR	6260	46	1,135,420					7,832.12
50088855	MONROE GENER	6262	47		509,004				3,384.88
04258009E	PINNACLE HOME	6268	49	223,990					1,539.53
50063363	WALL BRENT LEE	6273			6,050				47.53
09112006A02	PINE KNOLL EST	6276		16,510					109.79
50066457	MEDLIN'S TOWIN	6279	51		79,110				578.69
50070061	LOOSE MOOSE A	6291			1,150				8.73
50091281	JACKSONS EMPC	6296			42,580				323.10
Totals-2008				1,516,940	637,894				14,857.36

RELEASES FEBRUARY 2010

2010									
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WesleyTT	WesleyLLP	HembyTT	Totals
09381005A	BROOKS DALE R	6252	43	42,050					424.87
09381005A	BROOKS DALE R	6253	43	19,030					292.50
Totals-2010				61,080					717.37
2009									
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WesleyTT	WesleyLLP	HembyTT	Totals
2007									
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WesleyTT	WesleyLLP	HembyTT	Totals
50088855	MONROE GENER	6263	47		394,540				2,805.57
09112006A02	PINE KNOLL EST	6277		27,260					193.85
Totals-2007				27,260	394,540				2,999.42
2006									
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WesleyTT	WesleyLLP	HembyTT	Totals
50088855	MONROE GENER	6264	47		385,160				2,452.31
Totals-2006					385,160				2,452.31
2005									
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WesleyTT	WesleyLLP	HembyTT	Totals
50088855	MONROE GENER	6265	47		295,937				1,864.41
50015142	OPTOMETRIC EY	6283	55		60,602				381.79
Totals-2005					356,539				2,246.20
2004									
Acct #	Name	Release #	Ref. Disc. #	Real Value	Pers. Value	WesleyTT	WesleyLLP	HembyTT	Totals
50088855	MONROE GENER	6266	47		244,268				1,453.40
Totals-2004					244,268				1,453.40
GRAND TOTALS				6,877,920	4,167,118	4.13	0.41	17.78	68,173.84

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 3/15/2010

Action Agenda Item No. 4/3a

(Central Admin. use only)

SUBJECT: Wells Fargo Insurance Services - Property & Casualty Insurance
Consulting Services

DEPARTMENT: Risk Management

PUBLIC HEARING: No

ATTACHMENT(S):
1. Engagement letter
2. Fee Agreement

INFORMATION CONTACT:
Keith Richards

TELEPHONE NUMBERS:

704.283.3663 - office

704.634.7567 - cell

DEPARTMENT'S RECOMMENDED ACTION: Authorize County Manager to execute Broker of Record letters and approve contract. The effective date is 3/15/2010.

BACKGROUND: Willis of North Carolina has been the County's insurance broker since 2003, helping the County procure our Property & Casualty (P&C) Insurance, Excess Workers' Compensation, and a Professional Liability policy for DSS.

Market conditions have been favorable for the purchase of insurance for several years and are showing signs of becoming more restrictive. As they become more restrictive, insurance premiums will rise, thus increasing the commissions earned by the insurance broker.

The County has not marketed broker services in several years. The timing was right this year for the County to enter into a process to seek competitive proposals for broker services on an annual fee basis (versus the current commission structure).

In November 2009 a Request for Proposal (RFP) was issued for insurance broker consulting services. The RFP is available for viewing in General Services. Four responses were received. Three of the proposers - Willis of North America, Arthur J. Gallagher, and Wells Fargo Insurance Services - were selected for further interviews before a staff committee based on the following criteria:

1. Responsiveness of the proposal to the submission requirements set forth in the RFP.
2. The methods, technical ability, capacity, and flexibility of the bidder to perform the contract,

including proposed methods to be used in evaluating components of the County's Risk Management program and ability to provide advice and assistance in controlling increasing claim costs on an ongoing basis.

- 3. Financial viability, client references, demonstrated success in projects with similar requirements.
- 4. The total cost of the proposal solution.

The committee selected Wells Fargo Insurance Services as the vendor of choice to provide Property & Casualty Insurance consulting services. Wells Fargo Insurance Services offered competitive pricing along with the most comprehensive service commitment.

Wells Fargo Insurance Services delivered its engagement letter for review on February 15, 2010. It is in the process of being compared against the proposed list of services and pricing before being sent to legal for review. Payment of the annual fee will be in two equal installments of \$19,000 on July 1, 2010 and December 31, 2010.

FINANCIAL IMPACT: In the County's current structure of paying for broker services on a commission basis, Willis is earning an estimated \$64,000 annually in commissions based on an estimated \$640,000 in annual insurance premiums. Wells Fargo's pricing for a three year contract on an annual fee basis (no commissions) is \$38,000 for the first two years with a 3rd year increase not to exceed 5%. The resulting savings to the County by using a broker on an annual fee basis vs. commission structure is an estimated \$26,000 annually.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Wells Fargo Insurance Services USA, Inc.
 6100 Fairview Road, Suite 800 (28210)
 Post Office Box 220748
 Charlotte, NC 28222-0748
 Tel 704 366-8834
 Toll Free 800 868-8834

February 15, 2010

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

Re: Services To Be Provided by Wells Fargo Insurance Services (WFIS)

Dear Mr. Richards:

We are pleased to outline the services to be provided to Union County in whatever detail you may request. The attached agreement provides specific details on the engagement date and services to be provided. Since the policies involved do not expire until July 1, 2010 and most insurance companies will not work with a broker who did not place them unless properly executed Broker of Record letters are signed, we have structured this agreement and the letters to allow WFIS to begin working on an analysis of the existing policies and the process of negotiating renewal terms with both the incumbent carrier and possible replacements immediately. Thus the agreement shows a start date of March 1, 2010, however the actual period for which Union County will be responsible for paying an annual fee runs from July 1, 2010 until June 30, 2011 unless the contract is extended or terminated. No fees will be due until July 1, 2010 despite the fact that we will be working diligently on the renewal during this period.

As a synopsis, WFIS agrees to provide to Union County the following insurance brokerage services:

A. Risk Management

- i. Meetings to understand Union County culture and strategic Risk Management objectives
- ii. Risk identification, risk assessment, risk program design and implementation of risk management program from an experienced team of professionals with extensive experience dealing with public entity clients
- iii. Insurance Program Audit – review existing insurance program
- iv. Analysis & recommendations for program enhancements & potential savings
- v. Review of coverage and marketing strategy
- vi. Establish risk management/control program for claims, loss control and RMIS
- vii. Establish account service plans
- viii. Establish and/or coordinate carrier service plans

B. Marketing

- i. Develop Insurance Specifications
- ii. Develop Underwriting Submission
- iii. Market Insurance program to appropriate carriers
- iv. Negotiation, analysis & program recommendations

Together we'll go far



- v. Proposal and recommendations for placement
- vi. Placement & implementation of selected program

C. Ongoing

- i. Review of policies for accuracy prior to delivery (ongoing follow up with carriers until all policies are exactly as ordered)
- ii. Access to the Employment Law Helpline at no additional cost
- iii. Carrier service standards intervention
- iv. Access to multiple resources to provide state and federal mandated regulations
- v. Understand and have knowledge of all company policies and coverage lines
- vi. Provide summaries of coverage
- vii. Monitor the market place for any new trends, product development and additional markets, which may offer enhancements to program
- viii. Contract review related to placement and servicing of insurance
- ix. Certificate of Insurance issuance (on-line client access, if desired)
- x. Automobile ID card issuance

D. Claims Service Services

- i. Initial meeting to determine Union County long term claim strategy and needs
- ii. Initial training on claims reporting procedures for carrier delegated claim servicing
- iii. Reporting of all claims to Wells Fargo Insurance Services, except Workers' Compensation
- iv. Claim reviews, including status reports for claims in excess of \$25,000
- v. Provide claims advocacy services when needed

E. Risk Engineering Services

- i. Initial meeting to determine Risk Engineering needs and long term strategy
- ii. Initial meeting to determine carrier delegated Risk Engineering objectives
- iii. Develop and Implement Carrier Based Service Delivery
- iv. Training & Development-Access to Summit Loss Control on line training programs at no additional cost

F. Risk Financial Services

- i. Annual Loss Forecasting

While this list does not comprise every service it does highlight many of the advantages that we will bring to the table to assist Union County in their loss control and risk management efforts.

Respectfully,



Michael E. Thrower
Senior Vice President

CLIENT SERVICE AGREEMENT – PROPERTY/CASUALTY

This Client Service Agreement (“Agreement”) is made and entered into this 15th day of March, 2010 (“Effective Date”), by and between Wells Fargo Insurance Services USA, Inc. having an office located at Charlotte, N.C. (“WFIS”), and Union County, N.C. having an office located at Monroe, N.C. (“Client”).

WHEREAS, WFIS is duly licensed to engage in the insurance business for the purposes set forth herein, and;

WHEREAS, Union County desires to engage the services of WFIS upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINES OF INSURANCE COVERAGE

This Agreement is entered into with respect to the following lines of insurance coverage and for which Union County agrees to name WFIS as its Broker of Record:

All Property & Casualty Lines of Coverage
Professional Liability
Cyber Liability
Excess Workers’ Compensation

2. SERVICES

WFIS agrees to provide to Union County the following insurance brokerage services:

A. Risk Management

- i. Meetings to understand Union County culture and strategic Risk Management objectives
- ii. Risk identification, risk assessment, risk program design and implementation of risk management program
- iii. Exposure Analysis
- iv. Quantify Risk Retention & Appetite
- v. Insurance Program Audit – review existing insurance program
- vi. Analysis & recommendations for program enhancements & potential savings
- vii. Review of coverage and marketing strategy
- viii. Final discussion of coverage/marketing strategy
- ix. Establish risk management/control program for claims, loss control and RMIS
- x. Establish account service plans
- xi. Establish and/or coordinate carrier service plans
- xii. Provide Benchmarking data
- xiii. Merger & Acquisition Due Diligence
- xiv. Network Security Consulting

B. Marketing

- i. Develop Insurance Specifications
- ii. Develop Underwriting Submission

- iii. Market Insurance program to appropriate carriers
- iv. Negotiation, analysis & program recommendations
- v. Carrier evaluation and selection
- vi. Proposal and recommendations for placement
- vii. Placement & implementation of selected program

C. Ongoing

- i. Preparation for monthly meeting attendance/follow-up related to placement and servicing of insurance
- ii. Monthly Review meetings, or as needed related to placement and servicing of insurance
- iii. Annual Stewardship meeting
- iv. Oversee the quality and success in the delivery of all WFIS services
- v. Day to day consulting on insurance placement and servicing of insurance
- vi. Special project consulting
- vii. Audit / Deductible Billing Adjustment
- viii. Review of policies for accuracy prior to delivery (ongoing follow up with carriers until all policies are exactly as ordered)
- ix. Carrier service standards intervention
- x. Access to multiple resources to provide state and federal mandated regulations
- xi. Understand and have knowledge of all company policies and coverage lines
- xii. Providing summaries of coverage
- xiii. Monitor the market place for any new trends, product development and additional markets, which may offer enhancements to program
- xiv. Accounting and invoicing related to placement and servicing of insurance
- xv. Contract review related to placement and servicing of insurance
- xvi. Certificate of Insurance issuance (on-line client access, if desired)
- xvii. Automobile ID card issuance

D. Claims Service Services

- i. Initial meeting to determine Union County long term claim strategy and needs
- ii. Initial training on claims reporting procedures for carrier delegated claim servicing
- iii. Reporting of all claims to Wachovia Insurance Services, except Workers' Compensation
- iv. Claim reviews, including status reports for claims in excess of \$25,000
- v. Annual carrier audit to measure carrier performance
- vi. TPA selection and Pricing (if desired)

E. Risk Engineering Services

- i. Initial meeting to determine Risk Engineering needs and long term strategy
- ii. Initial meeting to determine carrier delegated Risk Engineering objectives
- iii. Assist in the development and implementation of specified loss control projects
- iv. Develop and Implement Carrier Based Service Delivery
- v. On going stewardship meetings
- vi. Manager/Supervisor Training & Development (as agreed during planning session)

F. Risk Financial Services

- i. Annual Loss Forecasting

The above-referenced services shall be rendered by WFIS to Union County pursuant to the terms of this Agreement. Any additional services requested by Union County shall be negotiated by the parties under separate written agreement.

3. COMPENSATION

Fee Only

WFIS will be compensated for the services through payment of a fee by Union County to WFIS as outlined in this Agreement. The fee will be \$38,000, payable and to be invoiced as follows, equal installments of \$19,000 on July, 1, 2010 and December 31, 2010. A detailed statement regarding our compensation will be provided each year. Under no circumstances will the total revenues (annual fee, commissions, or otherwise) earned by WFIS exceed \$38,000 annually. WFIS will provide Union County with a detailed statement regarding compensation earned by WFIS on Union County's account and how the compensation is calculated.

Contingent Commissions

Please be advised that WFIS will not be accepting incentive commissions on the lines of insurance coverage subject to this Agreement.

Miscellaneous Sources of Compensation

In addition to the foregoing, WFIS may also receive income from the following sources:

- Interest earned on premiums received from you and forwarded to the insurance company through WFIS' bank account. (Where possible all insurance premiums will be direct billed to Union County.)

In the event there is a significant change in Union County operations which affects the nature and scope of its insurance requirements, the parties agree to renegotiate WFIS' compensation as appropriate.

4. BROKERAGE INTERMEDIARIES

WFIS may utilize the services of other intermediaries, such as wholesale brokers, excess and surplus lines brokers, reinsurance intermediaries and underwriting managers, to assist in the marketing of Union County insurance coverages, when in WFIS' professional judgment those services are necessary. Depending on the circumstances involved, it may be necessary to use an intermediary affiliated with WFIS. The compensation of such intermediaries is not included in WFIS' compensation under this Agreement and will be paid by insurers out of paid premiums. The compensation paid to WFIS' affiliates will be disclosed to Union County prior to binding any coverages on your behalf.

5. TERM AND TERMINATION

The term of this Agreement shall commence on March 15, 2010 and shall terminate on June 30, 2011. The term may be extended by mutual written agreement of the parties. In the event of termination, WFIS will assist Union County in arranging a smooth transition process. However, WFIS' obligation and the obligation of its affiliates to provide services to Union County will cease upon the effective date of termination, unless otherwise agreed in writing.

Notwithstanding the term of this Agreement, either party shall have the right to terminate this Agreement upon 90 days' prior notice to the other. In the event of termination by the Customer prior

to expiration, WFIS' Union County compensation will be deemed earned according to the following schedule:

- 60% at inception
- 75% after four months
- 100 % after seven months

6. ACCURACY OF INFORMATION

WFIS' ability to provide Union County with the services outlined in paragraph 2 above is conditioned upon WFIS' receipt of accurate and timely information from Union County. WFIS will not independently verify or authenticate information provided by or on behalf of you. You shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to WFIS.

7. SURPLUS LINES

In certain cases, placements that WFIS makes on your behalf may require the payment of surplus lines taxes and/or fees to state regulators, boards or associations, which Union County agrees to pay. Such taxes will be identified on marketing results and invoices covering these placements.

8. BOOKS AND RECORDS

Union County is entitled to copies of reports prepared by WFIS hereunder, contracts between Union County and its carriers/administrators to the extent such contracts are in WFIS' possession and control, and communications between WFIS and Union County's insurance carriers and employee benefits providers to the extent such books and records are maintained by WFIS with regard to its performance under this Agreement

9. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server. The parties further agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

11. SELECTION OF ISSUING INSURANCE COMPANY

WFIS has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement. WFIS represents the

insurance company for the placement of insurance and provides related services to the client on behalf of the insurer.

IN WITNESS THEREOF, the parties have hereunto set their hands on the date and year first above written for the purposes set forth in this Agreement:

Wells Fargo Insurance Services USA, Inc.

Union County

Signature

Signature

Print Name

Print Name

Title

Title

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: MARCH 15, 2010

Action Agenda Item No. 4/3b

(Central Admin. use only)

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

DEPARTMENT: Public Health

PUBLIC HEARING: No

ATTACHMENT(S):
Consolidated Agreement

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:

704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Accept Consolidated Agreement for FY 10/11.

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

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

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

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

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

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

2447

Party/Vendor Name: State of North Carolina, Division of Public Health

Party/Vendor Contact Person: Joy Reid Contact Phone: 919-715-3144

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

Address: 1915 Mail Service Center City: Raleigh State: NC Zip: 27699

Department: Health Amount: State Funding

Purpose: State Funding

Budget Code(s)(put comma between multiple codes): 10551101, 10551150, 10551151, 10551152, 10551153, 10551154

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: July 1, 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: Phillip E. Tart Date: 2/18/10

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: _____ Attorney's Signature: _____

Approval by Manager subject to authorization by Board Date: _____

Date Board authorization requested: 3/15/10

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: 2/23/10

Risk Manager's Signature: Paul Hill Date: 2/23/10

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: _____

BUDGET AND FINANCE

Date Received: _____

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

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

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

Notes: _____

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

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

Finance Director's Signature: _____ Date: _____

CLERK

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

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

COUNTY MANAGER

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

County Manager's Signature: _____ Date: _____

CONSOLIDATED AGREEMENT

BETWEEN

THE STATE OF NORTH CAROLINA

AS REPRESENTED BY

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

AND

UNION COUNTY HEALTH DEPARTMENT

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

FOR THE PURPOSE OF

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

This Amended Agreement Shall Cover a Period From

July 1, 2010 to June 30, 2011

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

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

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

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

10. The Department shall provide to the State a comprehensive community health assessment (CHA) every four years and a State of the County's Health Report each of the interim three years. Healthy Carolinians/Health Education Branch/CDI Section will administer this four-year cycle. The CHA should be a collaborative effort with the local Healthy Carolinians Partnership, if such exists, and shall include collection of primary data at the county level and secondary data from the state and other sources. The CHA shall include a list of community health problems based on the findings and a narrative of the assessment findings and priorities chosen (refer to accreditation activities regarding CHA or SOTCH). The CHA or SOTCH is due by the first Monday of December. The agency is required to submit community action plans to address the selected priority issues. These plans are due by the first Friday in June following the December submission of the CHA. The Agency and the Healthy Carolinians Partnership may elect to combine action plans addressing the selected priority issues and submit them with the Healthy Carolinians Partnership application if both sets of action plans are due in the same year. The same action plan form is used for both the CHA and the certification/recertification process. *NOTE that an action plan is expected for every CHA priority.* The CHA will include data analysis of those indicators that are listed in the accreditation self-assessment.
11. The Department shall provide formal training for their Board of Health (BOH) members through DHHS sponsored offerings. The LTAT Branch shall notify the Department no later than April 30 of the name of the contractor who is to provide this training during the upcoming fiscal year. First priority should be given to training newly appointed members with the ultimate goal of having all BOH members trained as time and resources allow. Continuing education updates on topics of special interest are strongly encouraged after general board member orientation has been provided for all BOH Members.
12. The Department shall provide Network/Internet access at the Local Health Department (or to the county network where desired) at a minimum speed of a full T-1 line in order to:
- Connect with the North Carolina Health Alert Network (HAN), North Carolina Electronic Disease Surveillance System (NCEDSS), North Carolina Immunization Registry (NCIR), Health Information System (HIS)
 - Rapidly communicate e-mail alerts to and from the NC State Division of Public Health regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc)
 - Access NCDPH training material and information used in self-study courses and PHTIN programs
 - Build steps of a secure infrastructure for remote data entry in the local health departments
 - Report electronically all required Environmental Health Services Section inspection data in the format and frequency specified by the division. Paper copies of inspection data are no longer accepted,
- The LHD will maintain the above-described minimum connection. The LHD may choose any provider (ISP) that they wish. The LHD will also ensure security of a minimum of a T-1 connection at the LHD location. The LHD may utilize security products (i.e. firewalls) of their choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the state network.
13. The Department shall incorporate basic elements of the North Carolina Public Health logo and themeline (slogan) into communication materials developed for programs and services that depend, in whole or in part, upon state funding. Such communication materials could include: letterhead, business cards, brochures, pamphlets, advertisements or announcements, signs and marketing/promotional materials. The Department is encouraged to incorporate its own name with the logo.

B. FUNDING STIPULATIONS

1. Funding for this agreement is subject to the availability of State, Federal, and Special Funds for the purpose set forth in this agreement.
2. During the period of this agreement, the Department shall not use State, Federal or Special Project funds received under this agreement to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see item C.2. below.)
3. The Department shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
4. Fees generated by the Food and Lodging Fees Collection Program may only be used to support State and Local food, lodging, and institution sanitation programs and activities.
5. The county shall submit monthly reports of On-Site Wastewater activities to the On-Site Wastewater Section in Division of Environmental Health in the format provided by the Section.
6. The Department shall comply with Standards for Mandated Public Health Services, 10A NCAC 46, Section .0200; and Administrative Procedures Manual for Federal Block Grant Funds, 1 NCAC 33, Sections .0100 - .1502.
7. The Department shall maintain signed employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and state grants (as required in OMB Circular A87) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
8. For Departments participating in Medicaid Reimbursement, the Department shall:
 - a. Execute a Provider Participation Agreement with the Division of Medical Assistance. *For selected health departments* receiving at least \$5,000,000 in Medicaid receipts annually, as identified by the Division of Medical Assistance, must sign, as part of their continuing participation as a Medicaid provider, a Letter of Attestation affirming that: 1) detailed information is provided to employees, contractors and agents about the Federal & State False Claims Act and 2) written policies and procedures are in place to detect and prevent fraud, waste and abuse.
 - b. Make every reasonable effort to collect its cost in providing services, for which Medicaid reimbursement is sought, through public or private third party payors except where prohibited by Federal regulations or State law; however, no one shall be refused services solely because of an inability to pay.
 - c. Establish one *charge* per clinical/support service for all payors (including Medicaid) based on their costs. All Payors must be billed the same established charge, but the Department may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.
9. Subject to the approval of the appropriate Section, a local health department may seek reimbursement for services covered by a program operating under 10A NCAC 45 rules, Purchase of Medical Care Services (POMCS), when those services are not supported by other state or federal funds. All payment program rules and procedures as specified in the Purchase of Medical Care Services Manual must be followed.

10. Provision of Interpreter Services: As required by Title VI of the Civil Rights Act, a local health department that receives federal funds (either directly or through the Division of Public Health) for any program or service must provide interpreter services at no charge to *Limited English Proficiency* clients in all programs and services offered by the health department.
11. Subject to the availability of funds and approval of the Public Health Nursing and Professional Development Unit, a Department may request reimbursement for:
 - a. Nursing service personnel participating in the "Introduction to Principles and Practices of Public Health and Public Health Nursing" course. Reimbursement is \$400.00 per participant upon successful completion of the course.
 - b. Nursing service personnel participating in the "Management and Supervision for Public Health Nurse Supervisors and Directors" course. Reimbursement is \$600.00 per participant upon successful completion of the course.
 - c. Health Department Management level staff (all disciplines) attending certain Management training endorsed by the State Health Director's Office when the local staff member is a part of a team accepted into these trainings/institutes.
12. Audits/Monitoring:
 - a. The Department shall have an annual audit performed in accordance with "The Single Audit Act of 1984 as implemented by OMB Circular A-133." The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county health department) or the District Health Department or Public Health Authority (if so organized) within (six) 6 months following the close of the agreement. Audit findings referred to the DHHS Controller's Office by LGC will be investigated and findings verified by the DHHS Controller's Office staff with assistance of the Division of Public Health Program Staff.
 - b. All District Health Departments and Public Health Authorities must complete quarterly a Fiscal Monitoring Report and submit to the DHHS Controller's Office based on the schedule published by the DHHS Controller's Office.
13. Equipment is a type of fixed asset consisting of specific items of property that: (1) are tangible in nature; (2) have a life longer than one year; and (3) have a significant value.
 - a. For Inventory Purposes
 - i. Equipment must be accounted for in accordance with the North Carolina Department of State Treasurer Policies Manual, Chapter 20, and Fixed Assets Policy.
 - ii. All equipment with an acquisition cost of \$500.00 or more which is purchased with Women, Infants and Children (WIC) Program Funds, must be inventoried with the Women's and Children's Health Section.
 - b. For Prior Approval Purposes
 - i. All equipment purchased or leased with an acquisition cost exceeding \$2500.00 (*except in WIC; see item ii below for WIC requirements*), where there is an option to purchase with State/Federal funds must receive prior written approval from the appropriate Branch/Section. *For PHP&R Grant funds only* this is any purchase exceeding \$2500 *per invoice* (e.g., if the agency is purchasing a computer, monitor, printer, etc. totaling more than \$2500 or purchasing 6 computers at \$500 each, this should be treated as one purchase for purposes of prior approval.)

- ii. *For WIC*, all computer and medical equipment purchased or leased, must receive prior written approval from the Branch regardless of cost. In addition, all other tangible assets (non computer/medical) with an acquisition cost exceeding \$500.00 must receive prior approval.
 - iii. The use of Women's and Children's Health Medicaid fees for capital improvements requires prior written approval from the Women's and Children's Health Section.
 - c. For Accounting Purposes: The Department must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation should be recorded in the general fixed assets account group.
14. The Department agrees to execute the following Federal Certifications attached to this agreement as applicable when receiving Federal funds:
 - a. Certification regarding Lobbying.
 - b. Certification regarding Debarment.
 - c. Certification regarding Drug-Free Workplace Requirements.
 - d. Certification regarding Environmental Tobacco Smoke

C. FISCAL CONTROL

1. The Department shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.
 - a. The Department shall maintain a purchasing and procurement system in accordance with generally accepted accounting practices and procedures set forth by the Local Government Commission.
 - b. The Department shall execute written agreements with all parties who invoice the Department for payment for the provision of services to patients.
 - c. The Department, when subcontracting, must meet the following conditions:
 - i. The Department is not relieved of any of the duties and responsibilities provided in this agreement.
 - ii. The subcontractor will agree to abide by the standards contained herein or to provide such information as to allow the Department to comply with these standards.
 - iii. The subcontractor will agree to allow state and federal authorized representatives' access to any records pertinent to its role as a subcontractor of the Department.
 - iv. Upon request, the Department will make available to the State a copy of subcontracts supported with State/Federal funds.
 - d. The Department must receive prior written approval from the state to subcontract when any of the following conditions exist:
 - i. The Department proposes to subcontract to a single entity fifty percent (50%) or more of the total state and federal funds made available through this agreement.
 - ii. The Department proposes to subcontract fifty percent (50%) or more, or \$50,000, whichever is greater, of the total state and federal funds made available through this agreement for a single public health service or program.

- iii The Department proposes to subcontract for services in the Women, Infants and Children (WIC) Program.
 - e. The Department shall mail a signed copy of all final public health Funding Authorizations to the DPH Budget Office, 1931 Mail Service Center, Raleigh, NC 27699-1931. The Department shall retain a copy of all Funding Authorizations, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to Counties Website), Consolidated Agreement, Agreement Addenda, Revisions and other financial records in accordance with the current Records Disposition Schedule for County and District Health Departments issued by the NC Division of Archives and History, Department of Cultural Resources and located on their website at: <http://www.ah.dcr.state.nc.us/records/local/default.htm>.
 - f. The Department shall mail a signed copy of all final environmental health Budget Forms (DENR 2948) and Addenda (DENR 3300) to the Division of Environmental Health, Environmental Health Services Section, 1632 Mail Service Center, Raleigh, NC 27699-1632.
2. The Department shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each activity covered by this agreement in a manner consistent with instructions provided in general budgetary guidance from the Division and the specific guidance from the respective programs and enter that budget information into the Electronic Aid to Counties Website for each activity funded under this agreement.
- a. The Department shall do budget revisions to their Local Appropriation budgets when appropriations will be increased or decreased and enter that information in the Electronic Aid to Counties Website.
3. (Local Earned Revenues) The Department shall observe the following conditions when budgeting and reporting earned revenues:
- a. Locally appropriated funds may not be supplanted by earned revenues from persons, or public or private third party payors.
 - b. All earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it except,
 - 1) Revenue generated by WCH Section Programs, except WIC, may be budgeted and expended (consequently reported) in any WCH Section Program activity.
 - 2) Revenue generated by a local clinic or program that has no state funded activity budget (no state/federal funds) should be budgeted and associated expenditures reported in a state program activity that most closely matches the deliverables of the respective state program. This process will enable the collection of total expenditures in public health per program.
 - c. All fees collected shall be used in the current year or succeeding fiscal years.
 - d. Use of program income generated by the expenditure of Federal categorical funds will be governed by applicable Federal regulations, including, but not limited to, 45 CFR 4.
 - e. Local Budgets for DHHS Reporting:
 - 1) After preparing Local Budgets you must use the Allocation/County Line on the Electronic Aid to Counties Website to show the approved local funding.
 - i Line item 101 on the Electronic Aid to Counties Website must be used to budget local appropriations for each program activity, if applicable.

- ii Line item 102 on the Electronic Aid to Counties Website must be used to budget TXIX Medicaid earned revenues for each program activity, if applicable.
- iii Line item 103 on the Electronic Aid to Counties Website must be used to budget other earned revenues (e.g., Home Health fees, patient fees (cash), other insurance payments, and other grants and donations) for each program activity, if applicable.

2) When preparing DENR Program Budgets:

- i Line item 9000 on the program budget form must be used to budget the total of lines 101, 102, and 103.
 - ii Line item 101 on the program budget form must be used to budget local County appropriations for each program budget, if applicable.
 - iii Line item 102 on the program budget form is to be used to budget TXIX Medicaid earned revenues for each program budget. However, environmental health programs should not have any Medicaid to budget.
 - iv Line item 103 on the program budget form must be used to budget other earned revenues (e.g., Environmental Health Fees, grants, donations, etc.) for each program, if applicable.
 - v Under "STATE/FEDERAL/SPECIAL FUNDS" a new line has been added to reflect the amount of "Temporary Food Establishment (TFE)" fees collected on behalf of the State.
- f. When reporting local expenditures (local appropriations, Medicaid or other earned revenues) the department must use the electronic Aid-to-Counties Website to report the pertinent month's *actual expenditures*. (NOTE that an "actual expenditure" is one for which the item has been ordered, received, invoiced and the check has been cut.) The Expenditure Reports must be submitted monthly in the electronic website format and certified in the website to the DHHS Controller's Office.
- 1) Line item 101 on the Electronic Aid-to-Counties Website must be used to report local appropriations that were expended on a monthly basis
 - 2) Line item 102 on the Electronic Aid-to-Counties Website must be used to report Title XIX (Medicaid) earned revenues that were expended on a monthly basis
 - 3) Line item 103 on the Electronic Aid-to-Counties Website must be used to report other earned revenues that were expended on a monthly basis.
 - 4) Local match for Teen Pregnancy Prevention Initiatives (104) and Bioterrorism (106) must be reported on the Electronic Aid-to-Counties Website on a monthly basis.
- g. A local account shall be maintained for unexpended earned revenues [i.e., Title XIX fees, private insurance or private pay (cash)]. Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
- h. The amount of Title XIX fees budgeted and expended in FY 2010-2011 must equal or exceed the amount of Title XIX revenues earned during FY 2008-2009. The state will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if the Department provides sufficient justification.

For DENR:

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

The health director and the finance officer will approve the monthly Expenditure Report in the Aid-to-Counties Website and the system will alert the staff in the DHHS Controller’s Office that expenditures have been approved and certified. The “Certification” verifies that the total State and Federal expenditures reported are valid for the pertinent month’s actual expenditures. Local expenditures are part of the Expenditure Report, but are not included in the amount verified in the “Certification.” Local appropriations must be reported monthly along with the State and Federal expenditures.
 - b. Departments shall keep expenditure reporting current and submit their certification of expenditures per the published DHHS Controller’s Office Schedule. Funding is based on an Allocation Method, not a Contract Method, and counties receive reimbursement for services provided during one month in the following month. Therefore, the last service month to be paid in the SFY will be May services which are reported and paid in June.

A department’s June, 2010 expenditure report will be paid in July, 2010 and will be paid from a department’s funding allocation for SFY 2010-11. Therefore a department will need to submit all requests for adjustments, corrections, or amendments to expenditure reports for fiscal year 09-10, with the May, 2010 expenditure report.

- c. Expenditures of federal funds must be reported according to the funding period for a grant. Care must be taken to be attentive to the service month/payment months for each grant as well as the ending settlement date for a grant. (For example, a grant which ends November 30 will have 6 service/payment months charged against it: 1) June 2010 service month/paid in July; 2) July service month/paid in August; 3) August service month/paid in September; 4) September service month/paid in October; 5) October service month/ paid in November; and 6) November service month/paid either in December, or before the ending date of that grant's settlement period. In this example the remaining 6 service/payment months will be December service month/paid in January through May service month/paid in June, 2011.) For each Grant, the budgetary estimate, funding authorization and agreement addendum will have service/payment month dates listed
- d. The Department shall submit the final LHD Expenditure Report (Electronic, via the Aid-to-Counties Website) for all programs to the DHHS Controller's Office according to the schedule published annually in November or December for the next Calendar Year by the DHHS Controller's Office. **The May Services/Paid in June will be the final report period paid from the SFY. Services provided in June and reported in July will be paid out of the next SFY.**
- e. The Department shall have the opportunity to submit amended expenditure reports as soon as the error is discovered. A Department Should Not Wait To Submit All Adjustments With The Invoice Submitted To The Controller's Office At The End Of May As That Will Not Allow Sufficient Time For Verification Of The Adjustments Before The Last Payment In The State Fiscal Year.
- 1) In accordance with item 4.c, above, each department must be mindful to keep current on reporting adjustments against federal funds to ensure such adjustment is received in time to be paid within the grant period for that grant.
 - 2) The Department shall review their prior reimbursement claims against payments monthly.
 - 3) Amended reports (with the exception of WIC, FP and SFSP) must be submitted no later than the next reporting date after the grant period ends in order to be paid. (Example: if the grant period ends 9/30/10, the amended report must be received by the Controller's Office no later than the next reporting date after that – i.e., October's reporting date.)
 - 4) The only adjustments, if any, that should be submitted with the May service expenditure report submitted in June would be any missed on the prior month's claim. If a department waits until the May service month expenditure report submission to report adjustments, the DHHS Controller's Office cannot guarantee those adjustments can be verified in time for the June payment.
 - 5) Any overpayments identified by either the State or the Department will be adjusted out of the next month's claim for reimbursement by the DHHS Controller's Office. There is no provision to carry forward funds from one State Fiscal Year to another; therefore, any adjustment not included in the June (or earlier if grant period expires during the fiscal year) payment should be paid from local funds. If reported to the State as an adjustment, the payment will come from (and will therefore, reduce) the allocation for the next fiscal year.
- f. The Department shall submit requests for payment for services provided under 10A NCAC 45.A rules to the Claims Processing Unit, Purchase of Medical Care Services, DHHS Controller's Office.
- g. The Department shall submit requests for reimbursement for nurse training to the Public Health Nursing and Professional Development Unit. Form 3300 – Public Health Nurse Training Activity must be used as the invoice for payment.

5. The Department shall maintain expenditures for maternal health, child health and family planning programs per General Statute 130A-4.1(a). The amount of expenditures shall be calculated by the State and provided to the Department as described in section G.22 of this document.

D. PERSONNEL POLICIES

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

E. CONFIDENTIALITY

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

F. CIVIL RIGHTS

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

G. RESPONSIBILITIES OF THE STATE

1. The State shall provide to the Department regular training, and, upon request, technical assistance in the preparation of the Consolidated Agreement and Agreement Addenda.
2. The State shall conduct liaison activities with local health departments for general problem solving and technical support.
3. The State shall provide high-level consultation, technical assistance, and advice to local health directors. Broad content areas include, but are not limited to:
 - Board Relations
 - Management Teams/Staffing
 - Policy Development
 - Program Planning and Implementation
 - Quality/Performance Improvement
 - General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
4. The State shall provide coordination and support for the education and training for the public health workforce.
5. The State shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested.
6. The State shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies and procedures that cross programs.
7. The State shall provide support and consultation to the public health workforce in local health departments, including regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance; data collection; and community assessment.

8. The State shall act as the principal liaison between the public health system and the state's Medicaid agency on issues related to Medicaid reimbursed services provided by the state and local public health agencies and shall cooperate with the state Medicaid agency to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.
9. The State shall design and implement annual cost studies to ensure appropriate cost-based Medicaid reimbursement.
10. The State shall work with the NC Division of Information Resource Management to provide automated systems and facilities via the Health Services Information System (HSIS) and the new Health Information System (HIS), when implemented. HSIS is currently used to create and submit Medicaid claims, perform accounts receivables, and to collect other DPH program-related data from client, service, encounter and other data on behalf of the local health departments and other public health programs. The State shall provide business and technical support for the automated systems to the users of these systems.
11. The State shall provide support and consultation to ensure that the Health Information System (HIS) can generate standard transactions for public health Medicaid claims and (once HIS is implemented) for public health claims to all insurers submitted on behalf of the local health departments per HIPAA [the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-91) subparts I through N, which define the standards for specific transactions.]
12. The State shall responsibly use data reviewed and received in its role as a public health authority and health oversight agency while respecting the confidentiality and integrity of the data and securing and protecting the privacy of individual client health information (see Business Associate Addendum to this Consolidated Agreement)
13. The State (DPH) shall provide to the Department "Estimates of Funding Allocations" no later than February 15 of each year to use in preparation of their local budget proposals per current GS.
14. The State (DENR-DEH) shall provide to the Department the "Budget Form" (DENR 2948) indicating the estimated funding allocations no later than **March 30th** of each year to use in the preparation of their local budget proposals per current GS.
15. The State (DHHS) shall provide a "Funding Authorization" to the Department after the receipt of the Certified State Budget. Funds must be appropriately budgeted by the State in the NC Accounting System (NCAS) prior to the issuance of the "Funding Authorization." If funds are restricted through quarterly allotments for FY11, as they have been in FY10, the initial Funding Authorization will only include ¼ of the annual amount for each specific activity involving State funds.
16. The State (DENR-DEH) shall provide a final Budget Form to the Department after receipt of the Certified State Budget.
17. The State (DPH) shall provide funds to the Department upon receipt of this executed agreement and timely submissions of Expenditure Reports. Payment will be made to the Department according to the DHHS Controller's Office E-Payment Schedule issued November or December of each year for the following calendar year.
18. The State (DENR-DEH) shall provide funds monthly to the Department upon receipt of the executed Budget Forms, Addenda and timely submissions of monthly expenditure reports. Payments will be made to the Department according to expenditures reflected on the monthly Expenditure Reports.

19. The State shall assist the Department to comply with all applicable laws, regulations, and standards relating to the activities covered in this agreement.
20. The State reserves the right to conduct reviews, audits, and program monitoring to determine compliance with the terms of this Agreement and its associated Agreement Addenda.
21. The State shall be assured that the Department maintains expenditures of locally appropriated funds (MOE) for maternal health, child health, and family planning program activities equal to, or greater than, that reported on the Staff Time Activity Report for the period beginning July 1, 1984, and ending June 30, 1985. This figure will be increased annually based on a federally accepted inflation index (first updated FY 2000-2001 Agreement.) This revised baseline figure will be calculated and provided to Departments for use in budget preparation.

H. DISBURSEMENT OF FUNDS

1. The State shall disburse funds to the Department on a monthly basis; monthly disbursements for each program activity will be based on monthly expenditures reported.
2. Food and Lodging fees will be disbursed to the department by the State (DENR-DEH) in two separate payments in accordance with NCAC T15A:18A . 2900 – “Restaurant and Lodging Fee Collection and Inventory Program” in the month following receipt of the signed and completed Budget Form (DENR 2948) and Addendum (DENR 3300). The exception is that Temporary Food Establishment (TFE) fees MUST be collected by the Department and must be expended to support the food, lodging, and institution sanitation programs and activities. Such fees shall be deemed to have been disbursed to the Department upon their collection.
3. Funds for Childhood Lead Poisoning Prevention will be disbursed once per year. The number of confirmed cases identified in the prior calendar year will determine the amount received by each county. A separate signed and completed Budget Form (DENR 2948) and Addendum (DENR 3300) for Childhood Lead Poisoning Prevention must be submitted by December 31st in order to receive these funds.
4. Payments shall be suspended when expenditure reports are not received by the time specified (see C.4.a.). Payments will resume the month following the receipt of the delinquent expenditure reports according to the DHHS Controllers office schedule for OSC E-Payments issued in November or December of each year for the following calendar year.
5. Total payment by program activity is limited to the total amount of the “Funding Authorization” and any revisions received after the initial “Funding Authorization” notification.
6. Final payments for the SFY will be made based on the Final monthly (May services/ submitted in June Report) Expenditure Report. Final payments will be equal to the difference between approved reported expenditures and the sum of previous payments up to the limits of the approved budget. Final payments should be made no later than the June OSC E-Payment period per the DHHS Controller’s Office schedule, provided that an Expenditure Report and certification, via the Aid-to-Counties Website for each month have been received by the DHHS Office of the Controller.

I. AMENDMENT OF AGREEMENT

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

J. PROVISION OF TERMINATION

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

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

K. COMPLIANCE

1. The State shall respond to non-compliance with all terms of this agreement as follows:
 - a. Upon determination of non-compliance, the State shall give the Department sixty (60) days written notice to come into compliance. If the deficiency is corrected, the Department shall submit a written report to the State that sets forth the corrective action taken.
 - b. If the above deficiencies should not be corrected to the satisfaction of the State after the sixty (60) day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
 - c. If the deficiency is still not corrected within the next thirty (30) days following temporary suspension of funding, program funds may be permanently suspended until the Department can provide evidence that the deficiencies have been corrected.
 - d. In the event of the Department's non-compliance with clauses of this agreement, the State may cancel, terminate, or suspend this agreement in whole or in part and the Department may be declared ineligible for further State contracts or agreements. Such terminations for non-compliance shall not occur until (1) the provisions of Section K-1 (a-c) have been followed, documented, and have failed to provide a resolution, and (2) all other reasonable administrative remedies have been exhausted.
2. Subrecipient Monitoring – OMB Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) as revised on June 27, 2003 requires that pass-through entities monitor the activities of their subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations and the provision of contracts or grant agreements and that performance goals are achieved. North Carolina establishes comparable monitoring requirements for State funds received by subrecipients in N.C.G.S.143-6.2, *Use of State funds by non-State entities*, for non-State subrecipients, and N.C.G.S.158-34, *Annual independent audit: rules and regulations*, for local units of government. Also, DHHS-DPH must perform subrecipient monitoring as required in the DHHS Policy and Procedure Manual entitled "Monitoring of Programs" dated August 1, 2002.

DHHS-DPH conducts monitoring in accordance with its Subrecipient Monitoring Plan dated January, 2006. Additionally, each Local Health Department is required under Circular A-133, N.C.G.S.143-6.2 and N.C.G.S.159-34 to perform monitoring of its subrecipients and to maintain records to support such monitoring activities and results. Accordingly, the Department shall participate fully in subrecipient monitoring by DHHS-DPH and shall appropriately monitor its subrecipients to the extent necessary based on the assessed level of risk.

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

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

LOCAL SIGNATURES

STATE OF NORTH CAROLINA

Phillips & Tate 2/10/10
Health Director Date

State Health Director Date
or Authorized Agent

Finance Officer Date

Chair of County Commissioners Date
(when required)

Secretary, Department of Environment
and Natural Resources or Authorized Agent

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

This Agreement is made effective the 1st day of July, 2010, by and between

Union County Health Dept.

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

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a Memorandum of Understanding "entitled" **The FY2011 Consolidated Agreement** (the "MOU"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of the North Carolina Department of Health and Human Services (the "Department") that has been designated in whole or in part by the Department as a health care component for purposes of the HIPAA Privacy and Security Rules.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy and Security Rules.
- d. The Parties enter into this Business Associate Addendum to the MOU with the intention of complying with the HIPAA Privacy and Security Rules provision that a covered entity may disclose electronic protected health information or other protected health information to a business associate, and may allow a business associate to create or receive electronic protected health information or other protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS.

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

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

4. PERMITTED USES AND DISCLOSURES

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

5. TERM AND TERMINATION

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

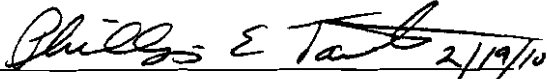
c. Effect of Termination.

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

6. GENERAL TERMS AND CONDITIONS

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

LOCAL SIGNATURES



 Health Director Date
 Covered Entity (Local Health Dept)

STATE OF NORTH CAROLINA

 Business Associate Date
 (Division of Public Health)

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH
FEDERAL CERTIFICATIONS**

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

 He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature _____ Title _____

Contracting Agency's Legal Name _____ Date _____

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

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

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

The sites for the performance of work done in connection with the specific agreement are listed below (list all sites, add additional pages if necessary).

Street Address No. 1: _____

City, State, Zip Code: _____

Street Address No. 2: _____

City, State, Zip Code: _____

Contractor will inform the Department of any additional sites for performance of work under this agreement.

False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended,

determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated

The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

~~V. Certification Regarding Lobbying~~

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

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



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

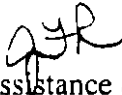
1916 Mail Service Center • Raleigh, North Carolina 27699-1916

Tel 919-707-5130 • Fax 919-870-4833

Beverly Eaves Perdue, Governor
Lanier M. Cansler, Secretary

Jeffrey P. Engel, MD
State Health Director

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

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

DATE: February 12, 2010

SUBJECT: Maintenance of Effort Report for WCH Programs – Update Through 2009 for Use in FY10-11
Budget Preparation

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

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

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



North Carolina Public Health
Working for a healthier and safer North Carolina
Everywhere. Everyday. Everybody.

Location: 5605 Six Forks Rd • Raleigh, NC 27609-3811
An Equal Opportunity Employer



Maintenance of Effort Schedule - local health departments
 Citation: 130A-4.1, Consolidated Agreement clause G(22)

Local Health Department	MOE Baseline-- 1985	Updated Baseline-- CPI * - 2010-11
Alamance	\$ 215,751	\$ 433,660
Albemarle District	\$ 47,803	\$ 96,084
Alexander	\$ 33,308	\$ 66,948
Anson	\$ 27,096	\$ 54,462
Appalachian District	\$ 56,663	\$ 113,892
Beaufort	\$ 63,029	\$ 126,687
Bladen	\$ 19,564	\$ 39,323
Brunswick	\$ 122,285	\$ 245,793
Buncombe	\$ 166,104	\$ 333,868
Burke	\$ 83,689	\$ 168,215
Cabarrus	\$ 250,406	\$ 503,316
Caldwell	\$ 59,226	\$ 119,044
Carteret	\$ 16,843	\$ 33,854
Caswell	\$ 31,809	\$ 63,936
Catawba	\$ 127,542	\$ 256,359
Chatham	\$ 50,121	\$ 100,743
Cherokee	\$ 11,705	\$ 23,527
Clay	\$ 1,580	\$ 3,175
Cleveland	\$ 243,917	\$ 490,274
Columbus	\$ 85,858	\$ 172,575
Craven	\$ 113,647	\$ 228,430
Cumberland	\$ 458,294	\$ 921,170
Dare	\$ 22,597	\$ 45,421
Davidson	\$ 100,199	\$ 201,399
Davie	\$ 38,546	\$ 77,478
Duplin	\$ 84,922	\$ 170,692
Durham	\$ 439,506	\$ 883,407
Edgecombe	\$ 157,941	\$ 317,461
Forsyth	\$ 508,138	\$ 1,021,357
Franklin	\$ 65,012	\$ 130,674
Gaston	\$ 342,765	\$ 688,957
Graham	\$ 3,949	\$ 7,937
Granville-Vance District	\$ 170,160	\$ 342,021
Greene	\$ 78,527	\$ 157,839
Guilford	\$ 1,605,509	\$ 3,227,073
Halifax	\$ 118,024	\$ 237,229
Harnett	\$ 69,651	\$ 139,998
Haywood	\$ 82,684	\$ 166,195
Henderson	\$ 109,750	\$ 220,598
Hertford	\$ 3,517	\$ 7,068
Hoke	\$ 25,698	\$ 51,653
Hyde	\$ 12,355	\$ 24,833
Iredell	\$ 36,698	\$ 73,764
Jackson	\$ 11,822	\$ 23,762
Johnston	\$ 196,475	\$ 394,915

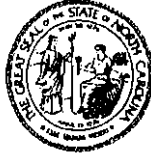
Jones	\$	22,851	\$	45,931
Lee	\$	57,470	\$	115,515
Lenoir	\$	120,667	\$	242,540
Lincoln	\$	78,475	\$	157,735
Macon	\$	27,277	\$	54,827
Madison	\$	55,718	\$	111,994
MTW District	\$	97,748	\$	196,473
Mecklenburg	\$	375,712	\$	755,181
Montgomery	\$	24,389	\$	49,021
Moore	\$	36,243	\$	72,849
Nash	\$	124,412	\$	250,068
New Hanover	\$	128,664	\$	258,614
Northampton	\$	71,678	\$	144,072
Onslow	\$	63,147	\$	126,926
Orange	\$	258,834	\$	520,256
Pamlico	\$	11,162	\$	22,436
Pender	\$	-	\$	-
Person	\$	42,878	\$	86,185
Pitt	\$	164,404	\$	330,452
Randolph	\$	81,302	\$	163,417
Richmond	\$	50,348	\$	101,200
Robeson	\$	225,422	\$	453,098
Rockingham	\$	157,370	\$	316,313
Rowan	\$	178,268	\$	358,318
RPM District	\$	48,315	\$	97,114
Sampson	\$	37,229	\$	74,830
Scotland	\$	12,388	\$	24,899
Stanly	\$	23,625	\$	47,486
Stokes	\$	41,687	\$	83,791
Surry	\$	49,658	\$	99,813
Swain	\$	10,674	\$	21,454
Toe River District	\$	49,658	\$	99,813
Transylvania	\$	66,417	\$	133,499
Union	\$	25,573	\$	51,402
Wake	\$	758,321	\$	1,524,225
Warren	\$	8,551	\$	17,187
Wayne	\$	271,847	\$	546,412
Wilkes	\$	73,909	\$	148,556
Wilson	\$	59,617	\$	119,831
Yadkin	\$	20,687	\$	41,581
TOTAL:	\$	10,583,276	\$	21,272,385

Notes:

* Adjusted for inflation, 1985 through 2009, based upon changes in Consumer Price Index (CPI). Adjustment factor equals 201%

Reference for calculating CPI changes:

http://www.bls.gov/data/inflation_calculator.htm



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

Beverly Eaves Perdue, Governor
Lanier M. Cansler, Secretary

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

TO: Local Health Directors and Nursing Directors
FROM: Joy F. Reed, EdD, RN *JFR*
Head, Public Health Nursing & Professional Development Unit
DATE: February 12, 2010
SUBJECT: Public Health Nurse Training Funds

The protocol for reimbursement under the Public Health Nurse Training Funds is an integral component in the 2010-2011 Consolidated Agreement with each local health department (see B-12 Funding Stipulations in the Consolidated Agreement). In order to be reimbursed from the training funds, the attached form (DHHS 3300) will need to be completed for individuals for whom the agency is requesting reimbursement.

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

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

All reimbursements are based on availability of funds.

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

Attachment: Form DHHS 3300



North Carolina Public Health
Working for a healthier and safer North Carolina
Everywhere. Everyday. Everybody.

Location: 5605 Six Forks Rd. • Raleigh, NC 27609-3811
An Equal Opportunity Employer



**CONSOLIDATED AGREEMENT
Public Health Nursing Training Funds
Reimbursement Request**

Public Health Nursing &
Professional Development

Office, Section, or Branch

N/A

Contract Number

Public Health Nurse Training

Activity

Contractor (County Name)

Name(s) of Participant(s)

Course attended

Date Attended (Mo. & Yr.)

*Amount Requested: \$

Health Director Signature

Date

Contact Person Signature

() - Telephone Number

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

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

Reviewed by:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 4/3c

(Central Admin. use only)

SUBJECT: US Tire Recycling - Contract Amendment

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:

Ed Goscicki

TELEPHONE NUMBERS:

704 296-4212

DEPARTMENT'S RECOMMENDED ACTION: Approve Contract Amendment, which extends the term of the contract only, and authorize staff to proceed with execution of the same.

BACKGROUND: US Tire provides tire disposal for the County's scrap tire disposal program. The vendor has provided satisfactory service to date. The current contract is in need of renewal. Staff needs time to evaluate any vendor requested changes to the agreement as well as time to solicit additional proposals prior to entering into a multi-year term. The amendment extends the term of the agreement only; all other conditions remain the same.

FINANCIAL IMPACT: We paid US Tire \$146,754.27, \$172,185.81 and \$152,496.57 in fiscal years 09,08 and 07 respectively. We received quarterly scrap tire tax distributions from the State in the amounts of \$195,373.15, \$194,931.44 and \$171,136.91 during the same time periods.

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

A-2452

Party/Vendor Name: US Tire Recycling

Party/Vendor Contact Person: Gene Helton Contact Phone: 740 784-1210

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

Address: 6322 Poplar Tent Rd City: Concord State: NC Zip: 28027

Department: Public Works Amount: \$68.00 per ton / \$170,000 annually

Purpose: Recycling of Scrap Tires

Budget Code(s)(put comma between multiple codes): 66 547280-5381

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: December 1, 2009

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:  Date: 3/2/2010

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

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

Approval by Manager per authorization of Board

Date of Board authorization: _____ Attorney's Signature: _____

Approval by Manager subject to authorization by Board Date: _____

Date Board authorization requested: 3/15/10

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: _____ Date: _____

INFORMATION TECHNOLOGY DIRECTOR

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

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

IT Director's Signature Date: _____

Date Received: _____ **BUDGET AND FINANCE**

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

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

Budget Code _____ Vendor No _____ Encumbrance No _____

Notes: _____

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

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

Finance Director's Signature: _____ Date: _____

CLERK

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

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

Attorney Information Tech. Director Other: _____

COUNTY MANAGER

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

County Manager's Signature: _____ Date: _____

COUNTY OF UNION

THIS AMENDMENT, made and entered into as of the ____ day of _____, 2010, by and between UNION COUNTY, a political subdivision of the State of North Carolina acting through the Public Works Department, hereinafter referred to as "Union," and U.S. TIRE RECYCLING, a corporation authorized to do business in North Carolina, hereinafter referred to as "U.S. Tire," shall modify and supersede as indicated the recycling and disposal agreement between the parties dated March 24, 2004, as modified by amendments dated January 3, 2005 and December 11, 2006, hereinafter collectively referred to as the "Agreement."

WITNESSETH

WHEREAS, the parties have agreed to extend the Agreement until November 30, 2010.

NOW, THEREFORE, in consideration of the parties' continuing obligations under the Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. In Section 8 of the Agreement, delete "December 31, 2009" and replace with "November 30, 2010."
- 2. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.
- 3. The Effective Date of this Amendment is December 1, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, this the day and year first above written.

ATTEST:

U.S. TIRE RECYCLING

BY: _____

BY: _____

ATTEST:


UNION COUNTY

BY: _____

BY: _____

Lynn West, Clerk to the Board

Alfred W. Greene, County Manager

Approved as to Legal Form 

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 15 March 2010

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

SUBJECT: Carolina Thread Trail Interlocal Agreement

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

ATTACHMENT(S):
Interlocal Agreement

INFORMATION CONTACT:
Matthew Delk

TELEPHONE NUMBERS:
704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Authorize staff to sign an Interlocal Agreement with the Town of Hemby Bridge, the Town of Indian Trail, the Village of Lake Park, the Town of Marshville, the Village of Marvin, the Town of Mineral Springs, the City of Monroe, the Town of Stallings, the Town of Waxhaw, the Town of Weddington, the Village of Wesley Chapel, and the the Town of Wingate in order to jointly apply for a planning grant from Carolina Thread Trail, to establish committees, and to work with those municipalities to develop a Trail Plan.

BACKGROUND: The Carolina Thread Trail will be a network of trails in this region that cover 15 Counties in the Piedmont Region of North and South Carolina. During the June 1, 2009 meeting, the Board approved a conceptual Resolution of Support for the Carolina Thread Trail. Since that time, steering and technical committees began informally meeting and discussing the submission of a grant application to the Carolina Thread Trail. Twelve Union County municipalities have indicated interest in participating in this process.

In order to submit an application for the \$60,000 planning grant, Union County must provide a local cash match of \$6,000. The attached Interlocal Agreement specifies that Union County and the participating municipalities will divide the cash match based on population estimates. The agreement also specifies that the Town of Indian Trail will serve as the administrative lead for the grant application process, and the agreement formally establishes the Steering and Technical Committees.

FINANCIAL IMPACT: The County portion of the grant match is estimated to be \$2,427.90, based on the participation of the 12 municipalities listed above.

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

Manager Recommendation:

UNION COUNTY CONTRACT CONTROL SHEET

Rolling 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

2440

Party/Vendor Name: Union County and Listed Municipalities

Party/Vendor Contact Person: Matthew Delk, Asst. Manager Contact Phone: 704-283-3656

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

Address: City: State: Zip:

Department: Central Administration Amount: \$6,000 total consideration (2427.90 f.u.c.)

Purpose: Interlocal Agreement with participating Municipalities for Carolina Threadtrail Planning Grant

Budget Code(s)(put comma between multiple codes): 10561301-5699

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

TYPE OF CONTRACT: (Please Check One) [X] New [] Renewal [] Amendment Effective Date:

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

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

Department Head's Signature: Matthew Delk Date: 2 Feb 10

Approval by Board [X] INTERLOCAL Ag. ATTORNEY

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

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

Approval by Manager per authorization of Board []

Date of Board authorization:

Attorney's Signature: Courtney P. Ritchie Date: 2-3-10

Approval by Manager subject to authorization by Board []

Date Board authorization requested:

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 [X]

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: Date: 2/4/10

RECEIVED UNION COUNTY

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.

FEB - 4 2010

IT Director's Signature Date:

Date Received: 2-4-10

BUDGET AND FINANCE

FINANCE OFFICE

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

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

Budget Code: 10561301-5699 Vendor No.: Encumbrance No.:

Notes: Union County to pay \$2,427.90 to Carolina Threadtrail LIT # 71

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

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

Finance Director's Signature: B. Liles Date: 2/4/10

3/01/2010

CLERK

Date Received: 3/1/2010 Agenda Date: NA Approved by Board: [] Yes [] No at meeting of

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

COUNTY MANAGER

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

County Manager's Signature: Date: 3-3-10

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

COUNTY OF UNION

THIS AGREEMENT, is made and entered into this the ___ day of _____, 2010, by and among Union County, the Town of Hemby Bridge, the Town of Indian Trail, the Village of Lake Park, the Town of Marshville, the Village of Marvin, the Town of Mineral Springs, the City of Monroe, the Town of Stallings, the Town of Waxhaw, the Town of Weddington, the Village of Wesley Chapel, and the Town of Wingate.

WITNESSETH:

WHEREAS, the parties recognize that trails and their green buffer areas provide the following public benefits: (1) they help improve the quality of the air we breathe by preserving trees and vegetation and by promoting non-motorized transportation, and will enhance the quality of our water through natural buffers and mitigation of storm water runoff; (2) they provide key amenities to neighborhoods and safe areas for our citizens and children to travel, exercise, play and connect with nature away from heavily trafficked areas; (3) they have significant impact on the economic viability of the region through increased levels of tourism, enhanced property values, added jobs related to the construction of and along the trail, as well as enhanced ability to attract and retain businesses to the region due to improved quality of life; and (4) they are freely accessible community assets offering opportunities for recreation and exercise to everyone, including children, youth and families, and provide safe places for people to experience a sense of community and create stronger social and family ties; and

WHEREAS, many communities in the Union County region have taken a lead in planning and/or building local trails and greenways, and those efforts can be greatly enhanced by being connected to a larger regional network of trails such as that network proposed by Carolina Thread Trail, which is slated to connect fifteen counties and millions of citizens; and

WHEREAS, N.C. Gen. Stat. § 160A-353 authorizes cities and counties to “set apart lands and buildings for . . .recreational programs and facilities; . . . provide, acquire, construct, equip, operate, and maintain . . . recreation facilities, including all buildings, structures, and equipment necessary or useful in connection therewith; appropriate funds to carry out the provisions of this Article; [and] accept any . . . grant . . .of real or personal property for parks and recreation programs;” and

WHEREAS, N.C. Gen. Stat. § 160A-355 authorizes any two or more units of local government to cooperate in establishing parks and recreation systems; and

WHEREAS, private funding is available to communities from the Carolina Thread Trail, a North Carolina non-profit organization, for planning and construction of regional trails, and this private funding will leverage public funding from federal, state and various sources; and

WHEREAS, the parties desire to jointly apply for a \$60,000 planning grant from Carolina Thread Trail (the "Planning Grant") that will cover the expenses of the creation of a plan for a system of greenways and trails in the jurisdictions of the parties to this Agreement (the "Trail Plan"); and

WHEREAS, the parties desire to contribute an amount, indicated in this Agreement and based on their relative populations, to the Planning Grant's ten percent cost share requirement of \$6,000; and

WHEREAS, the parties desire for the Town of Indian Trail to serve as the administrative lead for the Planning Grant application process; and

WHEREAS, the parties desire to establish a Carolina Thread Trail Steering Committee and a Carolina Thread Trail Technical Committee that will coordinate with the Carolina Thread Trail and the Town of Indian Trail on the Planning Grant application, and that will advise the planner assigned under the Planning Grant as to the development of the Trail Plan; and

WHEREAS, this Agreement is made under the authority of N.C. Gen. Stat. § 160A-460 et seq.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. The parties agree to contribute to the ten percent cost share requirement of the Planning Grant as indicated below. The amount of each party's contribution has been determined based on each municipality's population and Union County's population in the unincorporated areas of the County. Based on these relative populations, the parties agree to contribute to the cost share requirement of the Planning Grant as follows:

Town of Hemby Bridge: \$61.17
Town of Indian Trail: \$855.85
Village of Lake Park: \$105.39
Town of Marshville: \$98.78
Village of Marvin: \$86.84
Town of Mineral Springs: \$79.00
City of Monroe: \$1,183.46
Town of Stallings: \$372.84

Town of Waxhaw: \$124.64
Town of Weddington: \$312.46
Village of Wesley Chapel: \$157.71
Town of Wingate: \$133.96
Union County: \$2,427.90

The parties shall pay the aforementioned amounts upon and in accordance with direction provided by the Town of Indian Trail, which shall serve as the administrative lead for the Planning Grant application.

2. The Carolina Thread Trail Steering Committee, hereinafter referred to as the "Steering Committee," is hereby established. Each party to this Agreement shall appoint one person to serve on the Steering Committee, who shall serve at the pleasure of the party who appointed him/her. The Steering Committee shall be responsible for coordinating with the Town of Indian Trail and the Carolina Thread Trail on the Planning Grant application, as well as for working with and advising the planner assigned under the Planning Grant on the Trail Plan.

3. The Carolina Thread Trail Technical Committee, hereinafter referred to as the "Technical Committee" is hereby established. Each party to this Agreement shall appoint one person to serve on the Technical Committee, who shall serve at the pleasure of the party who appointed him/her. It is anticipated that Technical Committee members will have some degree of technical expertise that will be helpful in the trail planning process. The Technical Committee shall be responsible for coordinating with the Town of Indian Trail and the Carolina Thread Trail on the Planning Grant application, as well as for working with and advising the planner assigned under the Planning Grant on the Trail Plan.

4. The parties agree that if any party does not contribute its respective share of the cost share requirement, as required by Section 1 of this Agreement, that such party shall no longer have the right to appoint (or maintain the appointment) of a member to the Steering Committee nor shall such party have the right to appoint (or maintain the appointment) of a member to the Technical Committee. Furthermore, a party who fails to contribute its respective share of the cost share requirement, as required by Section 1 of this Agreement, shall have no right to advise the planner assigned under the Planning Grant or otherwise contribute to the Trail Plan.

5. Each party to this Agreement shall have the right to withdraw its participation under this Agreement at any time upon thirty (30) days written notice to the other parties to this Agreement. A withdrawal of this nature shall not otherwise affect the effectiveness of this Agreement as to the other parties.

6. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The

parties hereto confirm that any facsimile copy or photocopy of another party's executed counterpart of this Agreement (or its signature page thereof) will be deemed to be an executed original thereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year above written.

TOWN OF HEMBY BRIDGE:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF INDIAN TRAIL:

Attest: _____

By: _____
(Signature)

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

Finance Director

VILLAGE OF LAKE PARK:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF MARSHVILLE:

Attest: _____

By: _____
(Signature)

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

Finance Director

VILLAGE OF MARVIN:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF MINERAL SPRINGS:

Attest: _____

By: _____
(Signature)

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

Finance Director

CITY OF MONROE:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF STALLINGS:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF WAXHAW:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF WEDDINGTON:

Attest: _____

By: _____
(Signature)

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

Finance Director

VILLAGE OF WESLEY CHAPEL:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF WINGATE:

Attest: _____

By: _____
(Signature)

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


Finance Director

UNION COUNTY:

Attest: _____
Lynn West, Clerk to the Board

By: _____
Alfred W. Greene, County Manager

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


Finance Director - Deputy 3/05/2010

APPROVED AS TO LEGAL FORM: 

AGENDA ITEM

4/4

MEETING DATE 3-15-10

MOTOR VEHICLE TAX REFUNDS
for FEBRUARY 2010

Approval of Board of County Commissioners not required:

Collector Refunds for FEBRUARY, 2010	2,463.05
(adjustment to February collector refund register)	(265.41)

To be approved by Board of County Commissioners on 3-15-10
(to be submitted by Assessor's Office)

Assessor Refunds for FEBRUARY, 2010	1,612.26
(adjustment to February assessor refund register)	(556.29)

Approval requested for overpayments:

Overpayments for FEBRUARY, 2010	<u>5,399.36</u>
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Total to be refunded for FEBRUARY, 2010	<u><u>8,652.97</u></u>
---	------------------------

3-2-2010

Debbie Cox

February 2010 Budget Transfers Report

03/02/2010 12:56 (* * MUNIS - LIVE * *
 aaustin JOURNAL INQUIRY

PG 1
 iglcjeing

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 07 684 BUA 01/29/2010 02/03/2010 LIT chelms IN Hist 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551150	5121	1337	LIT63			MOVE FUNDS/COVER EXPENDITU		52,691.00	
10	-60-5-511-50-5121			-1337			SALARIES & WAGES			
2	10551150	5265	1337	LIT63			MOVE FUNDS/COVER EXPENDITU	1,200.00		
10	-60-5-511-50-5265			-1337			OFFICE COMPUTER EQUIPMENT			
3	10551150	5220	1337	LIT63			MOVE FUNDS/COVER EXPENDITU	361.00		
10	-60-5-511-50-5220			-1337			FOOD AND PROVISIONS			
4	10551150	5311	1337	LIT63			MOVE FUNDS/COVER EXPENDITU	1,000.00		
10	-60-5-511-50-5311			-1337			TRAVEL			
5	10551150	5325	1337	LIT63			MOVE FUNDS/COVER EXPENDITU	130.00		
10	-60-5-511-50-5325			-1337			POSTAGE			
6	10551150	5383	1337	LIT63			MOVE FUNDS/COVER EXPENDITU	50,000.00		
10	-60-5-511-50-5383			-1337			MEDICAL SERVICES			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts within the Public Health - Bioterrorism program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 129 BUA 02/01/2010 02/03/2010 BA chelms IN Hist 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10592000	5920		BA37			FUND 5 JAIL DENTENTION OFF		92,933.00	
10	-92-5-920-00-5920			-			CONTINGENCY			
2	10543135	5121		BA37			FUND 5 JAIL DENTENTION OFF	62,818.00		
10	-20-5-431-35-5121			-			SALARIES & WAGES			
3	10543135	5122		BA37			FUND 5 JAIL DENTENTION OFF	1,183.00		
10	-20-5-431-35-5122			-			SALARIES & WAGES-OVERTIME			
4	10543135	5132		BA37			FUND 5 JAIL DENTENTION OFF	966.00		
10	-20-5-431-35-5132			-			SEPARATION ALLOWANCE			
5	10543135	5134		BA37			FUND 5 JAIL DENTENTION OFF	3,200.00		
10	-20-5-431-35-5134			-			401-K SUPP RET PLAN -OTHER			
6	10543135	5181		BA37			FUND 5 JAIL DENTENTION OFF	4,896.00		
10	-20-5-431-35-5181			-			FICA CONTRIBUTIONS			
7	10543135	5182		BA37			FUND 5 JAIL DENTENTION OFF	3,130.00		
10	-20-5-431-35-5182			-			RET CONTRIB.- OTHER EMPLOYEES			
8	10543135	5183		BA37			FUND 5 JAIL DENTENTION OFF	14,599.00		
10	-20-5-431-35-5183			-			HEALTH INSURANCE			
9	10543135	51842		BA37			FUND 5 JAIL DENTENTION OFF	1,262.00		
10	-20-5-431-35-51842			-			HEALTH INSURANCE - OPEB			
10	10543135	5187		BA37			FUND 5 JAIL DENTENTION OFF	879.00		
10	-20-5-431-35-5187			-			DENTAL INSURANCE			
** JOURNAL TOTAL					0.00		0.00			

General Fund - BA to appropriate contingency funds for five Jail Detention Officers in the Law Enforcement program budget.

Agenda Item #: 4/5
 Meeting Date: 3-15-2010

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 130 BUA 02/01/2010 02/03/2010 BA chelms 1N Hist 2010

LN	ORG	ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10458100	4485	1680		BA35			STATE FUND/NCDOT RURAL OPE		50,768.00	
10	-60-4-581-00-4485				-1680		ST GRANT-ROAP				
2	10458100	4495	1680		BA35			STATE FUND/NCDOT RURAL OPE		82,495.00	
10	-60-4-581-00-4495				-1680		ST GRANT-RGP				
3	10453101	4485	1450		BA35			STATE FUND/NCDOT RURAL OPE		8,473.00	
10	-60-4-531-01-4485				-1450		ST GRANT-ROAP-WORK FIRST				
4	10558100	5121	1680		BA35			STATE FUND/NCDOT RURAL OPE	1,736.00		
10	-60-5-581-00-5121				-1680		SALARIES & WAGES				
5	10558100	5126	1680		BA35			STATE FUND/NCDOT RURAL OPE	59,226.00		
10	-60-5-581-00-5126				-1680		SALARIES & WAGES-TEMP AND PART				
6	10558100	5134	1680		BA35			STATE FUND/NCDOT RURAL OPE	65.00		
10	-60-5-581-00-5134				-1680		401-K SUPP RET PLAN -OTRER				
7	10558100	5181	1680		BA35			STATE FUND/NCDOT RURAL OPE	3,513.00		
10	-60-5-581-00-5181				-1680		FICA CONTRIBUTIONS				
8	10558100	5182	1680		BA35			STATE FUND/NCDOT RURAL OPE	78.00		
10	-60-5-581-00-5182				-1680		RET CONTRIB.- OTHER EMPLOYEES				
9	10558100	5183	1680		BA35			STATE FUND/NCDOT RURAL OPE	401.00		
10	-60-5-581-00-5183				-1680		HEALTH INSURANCE				
10	10558100	5190	1680		BA35			STATE FUND/NCDOT RURAL OPE	691.00		
10	-60-5-581-00-5190				-1680		LIFE INSURANCE - EMPLOYEES				
11	10558100	5211	1680		BA35			STATE FUND/NCDOT RURAL OPE	490.00		
10	-60-5-581-00-5211				-1680		CLEANING & JANITORIAL SUPPLIES				
12	10558100	5212	1680		BA35			STATE FUND/NCDOT RURAL OPE	1,515.00		
10	-60-5-581-00-5212				-1680		WEARING APPARREL				
13	10558100	5311	1680		BA35			STATE FUND/NCDOT RURAL OPE	100.00		
10	-60-5-581-00-5311				-1680		TRAVEL				
14	10558100	5321	1680		BA35			STATE FUND/NCDOT RURAL OPE	104.00		
10	-60-5-581-00-5321				-1680		TELEPHONE AND COMMUNICATIONS				
15	10558100	5321	1680		BA35			STATE FUND/NCDOT RURAL OPE	565.00		
10	-60-5-581-00-5321				-1680		TELEPHONE AND COMMUNICATIONS				
16	10558100	5353	1680		BA35			STATE FUND/NCDOT RURAL OPE	6,075.00		
10	-60-5-581-00-5353				-1680		MAINT & REPAIRS-FUEL GAS				
17	10558100	5357	1680		BA35			STATE FUND/NCDOT RURAL OPE	24,541.00		
10	-60-5-581-00-5357				-1680		IDC-PROP MGNT OPER CHARGES				
18	10558100	5358	1680		BA35			STATE FUND/NCDOT RURAL OPE	3,992.00		
10	-60-5-581-00-5358				-1680		MAINT & REPAIRS-VEH INTERDEPT				
19	10558100	5359	1680		BA35			STATE FUND/NCDOT RURAL OPE	4,821.00		
10	-60-5-581-00-5359				-1680		MAINT & REPAIRS-VEH INT-PREVCAC				
20	10558100	5360	1680		BA35			STATE FUND/NCDOT RURAL OPE	350.00		
10	-60-5-581-00-5360				-1680		M&R-VEHICLE-NONPREVENTABLES				
21	10558100	5451	1680		BA35			STATE FUND/NCDOT RURAL OPE	25,000.00		
10	-60-5-581-00-5451				-1680		INSURANCE DEDUCTIBLE				
22	10553101	5396	1450		BA35			STATE FUND/NCDOT RURAL OPE	8,473.00		
10	-60-5-531-01-5396				-1450		TRANSPORTATION-DOT				
23	10	393500			BA35					141,736.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL				
24	10	393400			BA35				141,736.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL				

BA#35 continued.

** JOURNAL TOTAL 141,736.00 141,736.00

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 131 BUA 02/01/2010 02/03/2010 BA chelms 1N Hist 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10551150	5383	1323	BA33			FED. FUNDS FOR MAMMOGRAMS	1,640.00		
10	-60-5-511-50-5383			-1323			MEDICAL SERVICES			
2	10451150	4366	1323	BA33			FED. FUNDS FOR MAMMOGRAMS		1,640.00	
10	-60-4-511-50-4366			-1323			FED GRANT-FOR CANCER PROGRAMS			
3	10	393500		BA33					1,640.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	10	393400		BA33				1,640.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					1,640.00		1,640.00			

General Fund - BA to appropriate federal funds for 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 08 133 BUC 02/01/2010 02/03/2010 CPO chelms 1N Hist 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	40461374	4010	PR043	CPO130			JESSE HELMS PARK PASSIVE A		803,946.00	
40	-80-4-613-74-4010			-PR043			IFT FROM GENERAL FUND			
2	40461374	4414	PR043	CPO130			JESSE HELMS PARK PASSIVE A		500,000.00	
40	-80-4-613-74-4414			-PR043			ST GRANT-NC DEPT EHNH			
3	40461372	4010	PR033	CPO130			JESSE HELMS PARK PASSIVE A	85,000.00		
40	-80-4-613-72-4010			-PR033			IFT FROM GENERAL FUND			
4	40461372	4010	PR034	CPO130			JESSE HELMS PARK PASSIVE A		85,000.00	
40	-80-4-613-72-4010			-PR034			IFT FROM GENERAL FUND			
5	40461371	4010	PR040	CPO130			JESSE HELMS PARK PASSIVE A		191,983.00	
40	-80-4-613-71-4010			-PR040			IFT FROM GENERAL FUND			
6	40561372	5594	PR033	CPO130			JESSE HELMS PARK PASSIVE A		85,000.00	
40	-80-5-613-72-5594			-PR033			ARCHITECTURAL & ENGINEERING			
7	40561372	5594	PR034	CPO130			JESSE HELMS PARK PASSIVE A		85,000.00	
40	-80-5-613-72-5594			-PR034			ARCHITECTURAL & ENGINEERING			
8	40561371	5580	PR040	CPO130			JESSE HELMS PARK PASSIVE A		191,983.00	
40	-80-5-613-71-5580			-PR040			BUILDINGS AND IMPROVEMENTS			
9	40561374	5570	PR043	CPO130			JESSE HELMS PARK PASSIVE A	1,303,946.00		
40	-80-5-613-74-5570			-PR043			LAND AND IMPROVEMENTS			
10	40	393500		CPO130				361,983.00		1
40	-393500-						BUDGET APPROPRIATIONS CONTROL			
11	40	393400		CPO130					361,983.00	1
40	-393400-						BUDGET ESTIM REVENUE CONTROL			
12	40	393500		CPO130					1,303,946.00	1
40	-393500-						BUDGET APPROPRIATIONS CONTROL			

General CPO Fund - CPO to appropriate FY08 PART F Grant and Capital Reserve resources for the Jesse Helms Park Passive Area Phase II project and to reduce Capital Reserve resources for the North District Park, West District/Community Parks and the Campground Welcome Store projects.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 133 BUC 02/01/2010 02/03/2010 CPO chelms 1 N Hist 2010

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
13 40	393400		<u>CPO130</u>				1,303,946.00	1
40	-393400-					BUDGET ESTIM REVENUE CONTROL		
** JOURNAL TOTAL			1,665,929.00		1,665,929.00			

CPO#130 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 186 BUA 02/03/2010 02/08/2010 LIT chelms IN Hist 2010

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10543135	51842	<u>LIT64</u>			TRANSFER OPEB DIST/JAIL PO	101.00	
10	-20-5-431-35-	51842				HEALTH INSURANCE - OPEB		
2	10543135	5920	LIT64			TRANSFER OPEB DIST/JAIL PO		101.00
10	-20-5-431-35-	5920				CONTINGENCY		
** JOURNAL TOTAL			0.00		0.00			

General Fund - LIT to adjust budget accounts from departmental contingency account (accumulated due to separation allowance rate change savings) to OPEB account within the Law Enforcement - Jail program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 187 BUA 02/04/2010 02/08/2010 LIT chelms IN Hist 2010

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10540900	5491	<u>LIT65</u>			COVER DUES/UCHRA	100.00	
10	-10-5-409-00-	5491				DUES AND MEMBERSHIPS		
2	10540900	5312	LIT65			COVER DUES/UCHRA		100.00
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 08 188 BUA 02/04/2010 02/08/2010 LIT chelms IN Hist 2010

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	55559200	5586 558	<u>LIT66</u>			TRANSFER BUDG FOR TECHNOLO	40,000.00	
55	-70-5-592-00-	5586 -558				BUILDINGS AND IMPROVEMENTS		

School Bond Fund-55 - LIT to adjust budget accounts to actual or revised project estimates (based on discussions with UCPS officials) from the Poplin ES project to the Cuthbertson HS project to fund F&E for Technology.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 188 BUA 02/04/2010 02/08/2010 LIT cheIma 1 N Hist 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
2	55559200	5586	563	LIT66			TRANSFER BUDG FOR TECHNOLO	40,000.00	
55	-70-5-592-00-5586			-563			BUILDINGS AND IMPROVEMENTS		
** JOURNAL TOTAL					0.00		0.00		

LIT#66 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 418 BUA 02/12/2010 02/17/2010 LIT cheIma 1N Hist 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	33543209	5265		LIT67			FUNDS FOR NX3000 QUAD CORE	4,497.00	
33	-20-5-432-09-5265			-			OFFICE COMPUTER EQUIPMENT		
2	33543209	5550		LIT67			FUNDS FOR NX3000 QUAD CORE	4,497.00	
33	-20-5-432-09-5550			-			OTHER EQUIPMENT		
** JOURNAL TOTAL					0.00		0.00		

Emergency Telephone System Fund - LIT to adjust budget accounts within the Emergency Telephone System program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 419 BUA 02/15/2010 02/17/2010 LIT cheIma 1N Hist 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10551151	5199	13502	LIT68			COVER EXPENDITURES		715.00
10	-60-5-511-51-5199			-13502			PROJECT CODE BUDGET ADJUSTMENT		
2	10551151	5220	13502	LIT68			COVER EXPENDITURES	85.00	
10	-60-5-511-51-5220			-13502			FOOD AND PROVISIONS		
3	10551151	5311	13502	LIT68			COVER EXPENDITURES	275.00	
10	-60-5-511-51-5311			-13502			TRAVEL		
4	10551151	5381	13502	LIT68			COVER EXPENDITURES	200.00	
10	-60-5-511-51-5381			-13502			PROFESSIONAL SERVICES		
5	10551151	5395	13502	LIT68			COVER EXPENDITURES	155.00	
10	-60-5-511-51-5395			-13502			EDUCATION EXPENSES		
** JOURNAL TOTAL					0.00		0.00		

General Fund - LIT to adjust budget accounts within the Public Health, Health Promotion program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 423 BUA 02/15/2010 02/17/2010 LIT chelms IN Hist 2010

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10557100	5920 1601	LIT69			MOVE FUND TO CONTINGENCY/D	19,460.00	
10	-60-5-571-00-5920		-1601			CONTINGENCY		
2	10457100	4920 1601	LIT69			MOVE FUND TO CONTINGENCY/D		19,460.00
10	-60-4-571-00-4920		-1601			CONTINENCY		
3	10457800	4496 1607	LIT69			MOVE FUND TO CONTINGENCY/D	19,460.00	
10	-60-4-578-00-4496		-1607			ST GRANT-FOR COMM BASED PROGS		
4	10557800	5699 1607	LIT69			MOVE FUND TO CONTINGENCY/D		19,460.00
10	-60-5-578-00-5699		-1607			PAYMENTS TO OTHER AGENCIES		
** JOURNAL TOTAL							0.00	0.00

General Fund - LIT to adjust budget accounts from the JJDP, Home Based Services (DayMark) program budget to the JJDP, contingency program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 426 BUA 02/15/2010 02/17/2010 BA chelms IN Hist 2010

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	10551150	5239 1324	BA36			FAMILY PLANNING FUNDS	1,250.00	
10	-60-5-511-50-5239		-1324			MEDICAL SUPPLIES AND EQUIPMENT		
2	10451150	4344 1324	BA36			FAMILY PLANNING FUNDS		1,250.00
10	-60-4-511-50-4344		-1324			FED GRANT-BLOCK GRANT-FP		
3	10	393500	BA36					1,250.00 1
10	-393500-					BUDGET APPROPRIATIONS CONTROL		
4	10	393400	BA36				1,250.00	1
10	-393400-					BUDGET ESTIM REVENUE CONTROL		
** JOURNAL TOTAL							1,250.00	1,250.00

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

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 452 BUA 02/15/2010 02/18/2010 SRO chelms IN Hist 2010

LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB
1	31443130	4870 1051	SRO10			TRANSFER FED FUNDS-BUDGET		332,489.00
31	-20-4-431-30-4870		-1051			MISC REVENUE-FED FORFEITD PROP		
2	31443130	4810 1051	SRO10			TRANSFER FED FUNDS-BUDGET		25,260.00
31	-20-4-431-30-4810		-1051			INVEST EARNINGS		
3	31443130	4252 1052	SRO10			TRANSFER FED FUNDS-BUDGET		40,854.00
31	-20-4-431-30-4252		-1052			CONTROLLED SUB TAX RIG-SSR		

Special Revenue Ordinance Fund - SRO to appropriate federal forfeited property and controlled substance tax revenue received to budget accounts.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 452 BUA 02/15/2010 02/18/2010 SRO chelms 1 N Hist 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
ACCOUNT										
4	31443130	4810	1052		<u>SRO10</u>		TRANSFER FED FUNDS-BUDGET		19,959.00	
31	-20-4-431-30-4810				-1052		INVEST EARNINGS			
5	31543130	5920	1051		SRO10		TRANSFER FED FUNDS-BUDGET	315,842.00		
31	-20-5-431-30-5920				-1051		CONTINGENCY			
6	31543130	5260	1051		SRO10		TRANSFER FED FUNDS-BUDGET	2,503.00		
31	-20-5-431-30-5260				-1051		PRINTING AND OFFICE SUPPLIES			
7	31543130	5325	1051		SRO10		TRANSFER FED FUNDS-BUDGET	92.00		
31	-20-5-431-30-5325				-1051		POSTAGE			
8	31543130	5580	1051		SRO10		TRANSFER FED FUNDS-BUDGET	39,312.00		
31	-20-5-431-30-5580				-1051		BUILDINGS AND IMPROVEMENTS			
9	31543130	5920	1052		SRO10		TRANSFER FED FUNDS-BUDGET		75,214.00	
31	-20-5-431-30-5920				-1052		CONTINGENCY			
10	31543130	5212	1052		SRO10		TRANSFER FED FUNDS-BUDGET	1,646.00		
31	-20-5-431-30-5212				-1052		WEARING APPARREL			
11	31543130	5220	1052		SRO10		TRANSFER FED FUNDS-BUDGET	506.00		
31	-20-5-431-30-5220				-1052		FOOD AND PROVISIONS			
12	31543130	5233	1052		SRO10		TRANSFER FED FUNDS-BUDGET	1,442.00		
31	-20-5-431-30-5233				-1052		PERIODICALS BOOKS & OTHER PUB			
13	31543130	5260	1052		SRO10		TRANSFER FED FUNDS-BUDGET	18,042.00		
31	-20-5-431-30-5260				-1052		PRINTING AND OFFICE SUPPLIES			
14	31543130	5265	1052		SRO10		TRANSFER FED FUNDS-BUDGET	42,117.00		
31	-20-5-431-30-5265				-1052		OFFICE COMPUTER EQUIPMENT			
15	31543130	5290	1052		SRO10		TRANSFER FED FUNDS-BUDGET	8,809.00		
31	-20-5-431-30-5290				-1052		TOOLS AND SUPPLIES			
16	31543130	5321	1052		SRO10		TRANSFER FED FUNDS-BUDGET	15,190.00		
31	-20-5-431-30-5321				-1052		TELEPHONE AND COMMUNICATIONS			
17	31543130	5352	1052		SRO10		TRANSFER FED FUNDS-BUDGET	782.00		
31	-20-5-431-30-5352				-1052		MAINT & REPAIRS-EQUIPMENT			
18	31543130	5353	1052		SRO10		TRANSFER FED FUNDS-BUDGET	382.00		
31	-20-5-431-30-5353				-1052		MAINT & REPAIRS-FUEL GAS			
19	31543130	5356	1052		SRO10		TRANSFER FED FUNDS-BUDGET	1,159.00		
31	-20-5-431-30-5356				-1052		MAINT & REPAIRS-LAND & IMPRVS			
20	31543130	5381	1052		SRO10		TRANSFER FED FUNDS-BUDGET	13,583.00		
31	-20-5-431-30-5381				-1052		PROFESSIONAL SERVICES			
21	31543130	5383	1052		SRO10		TRANSFER FED FUNDS-BUDGET	75.00		
31	-20-5-431-30-5383				-1052		MEDICAL SERVICES			
22	31543130	5395	1052		SRO10		TRANSFER FED FUNDS-BUDGET	8,010.00		
31	-20-5-431-30-5395				-1052		EDUCATION EXPENSES			
23	31543130	5540	1052		SRO10		TRANSFER FED FUNDS-BUDGET	13,796.00		
31	-20-5-431-30-5540				-1052		VEHICLES			
24	31543130	5550	1052		SRO10		TRANSFER FED FUNDS-BUDGET	10,488.00		
31	-20-5-431-30-5550				-1052		OTHER EQUIPMENT			

SRO#10 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 452 BUA 02/15/2010 02/18/2010 SRO chelms 1 N Hist 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
25	31	393500		<u>SRO10</u>				267,024.00	1	
31	-393500-					BUDGET APPROPRIATIONS CONTROL				
26	31	393400		SRO10				418,562.00	1	
31	-393400-					BUDGET ESTIM REVENUE CONTROL				
27	31	393000		SRO10				151,538.00	1	
31	-393000-					BUDGET FUND BAL UNRESERVED				
28	31	393500		SRO10				151,538.00	1	
31	-393500-					BUDGET APPROPRIATIONS CONTROL				
29	31	393000		SRO10				151,538.00	1	
31	-393000-					BUDGET FUND BAL UNRESERVED				
** JOURNAL TOTAL				570,100.00		570,100.00				

SRO#10 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 652 BUC 02/15/2010 02/25/2010 LIT chelms 1N Hist 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	31543130	5312	1052	<u>LIT72</u>			CORRECT SRO#10 POSTING	8,809.00		
31	-20-5-431-30-5312			-1052		TRAVEL SUBSISTENCE				
2	31543130	5290	1052	LIT72			CORRECT SRO#10 POSTING		8,809.00	
31	-20-5-431-30-5290			-1052		TOOLS AND SUPPLIES				
3	31	393500		LIT72				8,809.00	1	
31	-393500-					BUDGET APPROPRIATIONS CONTROL				
4	31	393000		LIT72				8,809.00	1	
31	-393000-					BUDGET FUND BAL UNRESERVED				
5	31	393500		LIT72				8,809.00	1	
31	-393500-					BUDGET APPROPRIATIONS CONTROL				
6	31	393000		LIT72				8,809.00	1	
31	-393000-					BUDGET FUND BAL UNRESERVED				
** JOURNAL TOTAL				17,618.00		17,618.00				

Special Revenue Ordinance Fund - LIT to correct posting of SRO#10.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 653 BUA 02/22/2010 02/25/2010 LIT chelms 1N Hist 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
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YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 653 BUA 02/22/2010 02/25/2010 LIT chelms 1 N Hist 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10543130	5360	1050	<u>LIT70</u>			COVER YEE ON NONPREVENT AC	11,408.00		
10	-20-5-431-30	-5360		-1050			M&R-VEHICLE-NONPREVENTABLES			
2	10543500	5360		LIT70			COVER YEE ON NONPREVENT AC	94.00		
10	-20-5-435-00	-5360		-			M&R-VEHICLE-NONPREVENTABLES			
3	10558100	5360	1680	LIT70			COVER YEE ON NONPREVENT AC	535.00		
10	-60-5-581-00	-5360		-1680			M&R-VEHICLE-NONPREVENTABLES			
4	10561374	5360		LIT70			COVER YEE ON NONPREVENT AC	132.00		
10	-80-5-613-74	-5360		-			M&R-VEHICLE-NONPREVENTABLES			
5	10593000	5360		LIT70			COVER YEE ON NONPREVENT AC		12,169.00	
10	-92-5-930-00	-5360		-			M&R-VEHICLE-NONPREVENTABLES			
** JOURNAL TOTAL					0.00			0.00		

General Fund - LIT to adjust budget accounts from General Fund Nondepartmental program budget to Law Enforcement, Administration / Patrol and Jail; Transportation; and Parks & Recreation, JHP program budgets for non-preventable accidents' expenses.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 654 BUA 02/24/2010 02/25/2010 LIT chelms 1N Hist 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10561301	5699		<u>LIT71</u>			CAROLINA THREADTRAIL AGREE	2,428.00		
10	-80-5-613-01	-5699		-			PAYMENTS TO OTHER AGENCIES			
2	10592000	5920		LIT71			CAROLINA THREADTRAIL AGREE		2,428.00	
10	-92-5-920-00	-5920		-			CONTINGENCY			
** JOURNAL TOTAL					0.00			0.00		

General Fund - LIT to appropriate contingency funds for the Carolina Threadtrail project in the Parks & Recreation, Administration program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
 2010 08 729 BUA 02/25/2010 03/02/2010 LIT chelms 1N Hist 2010

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10541709	5321		<u>LIT73</u>			COVER PRECINCT PHONE COST	3,000.00		
10	-10-5-417-09	-5321		-			TELEPHONE AND COMMUNICATIONS			
2	10541700	5321		LIT73			COVER PRECINCT PHONE COST		3,000.00	
10	-10-5-417-00	-5321		-			TELEPHONE AND COMMUNICATIONS			
** JOURNAL TOTAL					0.00			0.00		

General Fund - LIT to adjust budget accounts within the Board of Elections program budget.

** GRAND TOTAL 2,398,273.00 2,398,273.00

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 3/15/10

Action Agenda Item No. 419
(Central Admin. use only)

SUBJECT: Medicaid Rates and Health Department Fee Schedule

DEPARTMENT: Public Health

PUBLIC HEARING: No

ATTACHMENT(S):
Health Dept. Fee Schedule

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:
704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Adopt Medicaid rates and approve the Health Departments Fee Schedule.

BACKGROUND: Health Department fees are determined, amongst other parameters, in correlation with Medicaid rates for services. Some of the fees on our current list have been updated and are contained within the fee schedule provided. Our local policy and current NC law states that fees are based upon a plan recommended by the local health director and approved by the local Board of Health and the the local Board of County Commissioners. The fees contained within the schedule are for clinic and preventive services. All fees have been approved by the local Board of Health.

FINANCIAL IMPACT: All fees related to clinic services

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

UNION COUNTY HEALTH DEPARTMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES FY 09-10</u>
<u>New Patient Preventive Health Visits - Child Health</u>				
*	99381C	EP	Age under 1 year	\$ 110.00
*	99382C	EP	Age 1-4 years	\$ 120.00
*	99383C	EP	Age 5-11 years	\$ 164.00
*	99384C	EP	Age 12-17 years	\$ 184.00
*	99385C	EP	Age 18-21 years	\$ 183.00
*	99383	FP	Age 5-11 years	\$ 164.00
*	99384	FP	Age 12-17 years	\$ 110.00
*	99385	FP	Age 18-39 years	\$ 183.00
*	99386	FP	Age 40-64 years	\$ 214.00
*	99387	FP	Age >65 years	\$ 230.00
<u>New Patient Evaluation & Management Visits</u>				
*	99201		Office Visit Brief	\$ 70.00
*	99202		Office Visit Problem Focused	\$ 100.00
*	99203		Office Visit Expanded	\$ 138.00
*	99204		Office Visit Detailed	\$ 198.00
*	99205		Office Visit Comprehensive	\$ 246.00
<u>Established Patient Preventive Health Visits - Child Health</u>				
*	99391C	EP	Age under 1 year	\$ 100.00
*	99392C	EP	Age 1-4 years	\$ 115.00
*	99393C	EP	Age 5-11 years	\$ 136.00
*	99394C	EP	Age 12-17 years	\$ 161.00
*	99395C	EP	Age 18-21 years	\$ 157.00
<u>Established Patient Preventive Health Visits - Women's Health</u>				
*	99393		Age 5-11 years	\$ 136.00
*	99394		Age 12-17 years	\$ 161.00
*	99395		Age 18-39 years	\$ 157.00
*	99396		Age 40-64 years	\$ 173.00
*	99397		Age 65 > years	\$ 195.00

UNION COUNTY HEALTH DEPARTMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES FY 09-10</u>
<u>Established Patient Evaluation & Management Visits</u>				
*	99211		Office Visit Brief	\$ 43.00
*	99212		Office Visit Problem Focused	\$ 65.00
*	99213		Office Visit Expanded	\$ 86.00
*	99214		Office Visit Detailed	\$ 128.00
*	99215		Office Visit Comprehensive	\$ 186.00
*	59425		Antepartum Care Global (4-6 visits) *BCBS	\$ -
*	59426		Antepartum Care Global (7 or > visits)*BCBS	\$ -
<u>Outpatient Consultation</u>				
	99241		Outpatient/Consult, Minor	\$ 104.00
	99242		Outpatient/Consult, Moderate	\$ 163.00
	99243		Outpatient/Consult, Severe (40 min)	\$ 194.00
	99244		Outpatient/Consult, Severe (60 min)	\$ 239.00
	99245		Outpatient/Consult, Complex	\$ 308.00
	CASE9		CMEP Case Conference	\$ 18.75
<u>Immunizations/ Injections</u>				
	86580		Tuberculin Skin Test	\$ 20.00
	90632		Hepatitis A Vaccine	\$ 60.00
	90656		Influenza (Preservative Free)	\$ 25.00
	90658		Influenza Vaccine (3 years and older)	\$ 25.00
*	90658MH		Influenza Vaccine (MH Patients)	\$ 25.00
	90649		Gardasil (HPV)	\$ 160.00
	90636		Twinrix - Hep A * B Vaccine	\$ 105.00
	90660		Flu Vaccine (Nasal)	\$ 30.00
	90660NC		Flu Vaccine (Nasal) Pres. Free	\$ -
	90716		Varivax (Child Health)	\$ -
*	90716MH		Varivax	\$ 72.44
*	90718		Adult TD	\$ -
	90732		Pneumonia	\$ 35.00
	90733		Adult Meningitis	\$ 115.00
	90746		Hepatitis B Adult	\$ 70.00

UNION COUNTY HEALTH DEPARTMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES</u> <u>FY 09-10</u>
end 12/31/08	90772		Administration Fee-therap/prophy/diag. injection	\$ 25.00
* 1/1/09	96372		Administration Fee-therap/prophy/diag. injection	\$ 25.00
	90471		Administer Single Vaccine (Adult)	\$ 27.42
	90472		Administer Single Dose/Each Additional	\$ 14.15
	90471EP**		Administer Single Vaccine (Children)	\$ 27.42
	90472EP**		Administer Two + Vaccines (Children)	\$ 14.15
	90473EP**		Administer/Intranasal-Oral	\$ 12.74
	90474EP**		Administer Single Vaccine/Each Additional	\$ 11.27
	EP**		This is a modifier attached to administration code for Medicaid billing for recipients less than 21 y/o.	
	G0008		Administration Fee - Flu (Medicare only) \$17.49	
	G0009		Administration Fee - Pne(Medicare only) \$17.49	
	G9141		Administration Fee - H1N1 (Medicare \$17.49)	
*	J0560		Bicillin 600 units	\$ 25.00
*	J0580		Bicillin 2.4 units	\$ 80.00
*	J0570		Bicillin 1.2 units	\$ 50.00
*	J0696		Rocephin 250 mg	\$ 20.00
*	J1055		Depo Prevera	\$ 60.00
*	J1580		Gentamicin up to 80 mg	\$ 10.00
*	J2790		Rhogam	\$ 120.00
*	J7300		IUD Para Gard	\$ 450.00
*	J7300NC		IUD Para Gard	\$ -
*	J7302		IUD Mirena	\$ 550.00
*	J7307		Etonogesterel (Implanon) 68 mg Implant	\$ 650.00
*	J3490		17P Injection	\$ 20.00
*	S4993		Birth Control Pills	\$ 4.44
	<u>Procedures/ Supplies</u>			
*	10060		Incision/Drainage	\$ 120.00
*	10061		Incision/Drainage - complicated or multiple	\$ 148.14
*	10160		Puncture/Drainage of lesion	\$ 99.36
*	11000		Surgical Cleansing of skin	\$ 42.49
*	11100		Biopsy of Skin	\$ 85.00

UNION COUNTY HEALTH DEPARTMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES FY 09-10</u>
*	11200		Removal of skin tags, mult. up to and including 15	\$ 63.98
*	11201		Removal of skin tags, ea./10 (in addition to 11200)	\$ 15.21
*	11400		Removal of skin lesion, benign	\$ 94.50
*	11640		Removal of skin lesion, malignant	\$ 149.77
*	11750		Excision of Nail, Partial or Complete	\$ 166.87
*	11765		Wedge Excision of Skin (Ingrown Toe Nail)	\$ 99.10
*	11976		Norplant Removal	\$ 200.00
*	11981		Insertion, Implanon	\$ 120.00
*	11982		Removal, Implanon	\$ 146.00
*	11983		Removal & reinsert of Implanon	\$ 211.00
*	12001		Repair Laceration 0-2.5cm	\$ 175.00
*	12002		Repair Laceration 2.6-7.5cm	\$ 200.00
*	17000	} Must Use Together	Destruction of One Lesion - "Wart"	\$ 65.00
*	17003		Destruction of Two-14 Lesions - "Warts"	\$ 15.00
*	17250		Silver Nitrate to Cord	\$ 70.00
*	51701		Catherization, Bladder	\$ 75.00
*	54050		Destruction of lesion, penis (condyloma)	\$ 104.78
*	56405		I & D of abscess, vulva/perineal	\$ 93.84
*	56441		Lysis of labial adhesions	\$ 128.40
*	56820		Colposcopy of vulva	\$ 95.18
*	56821		Colposcopy of vulva w/biopsy	\$ 128.01
*	57000		Drainage of pelvic lesion	\$ 160.97
*	57170		Diaphragm Insertion	\$ 95.00
*	57452		Colposcopy w/o Biopsy	\$ 130.00
*	57454		Colposcopy with Biopsy	\$ 170.00
*	57511		Cryosurgery	\$ 160.00
*	58300		Insert IUD	\$ 150.00
*	58301		IUD Removal	\$ 120.00
*	59025		NST	\$ 60.00
*	69200		Removal of Foreign Body, External Auditory Canal	\$ 115.00
*	69210		Cerumen Removal/Irrigation	\$ 65.00
*	65205		Removal of Foreign Body from Eye	\$ 55.00
*	65220		Removal of Foreign Body, External Eye	\$ 55.00

UNION COUNTY HEALTH DEPARTMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES</u> <u>FY 09-10</u>
*	76815		Limited Ultrasound	\$ 85.00
*	76830		Ultrasound of the Vagina	\$ 100.52
*	81025		Pregnancy Test	\$ 20.00
*	88305		Biopsy Lab Fee (PER SPECIMEN)	\$ 100.00
*	92551		Audiometry	\$ 20.00
*	90784		IV Start & Infusion	\$ 50.00
*	92587		OAE (Hearing Test)	\$ 40.45
*	94640		Nebulizer Treatment	\$ 40.00
*	94760		Pulse Oximetry	\$ 3.00
*	96110		Developmental Test	\$ 20.00
	99173		Vision	\$ -
	PPDREAD		"Outside" PPD Test Read	\$ 10.00
<u>Special Clinic/Home Visiting Services</u>				
	97802		Medical Nutrition Therapy	\$ -
	97803		Medical Nutrition Therapy- Re-Assessment	\$ -
	96152		Intensive Psycho-social Counseling	\$ -
	99070		Supplies	\$ 15.00
	99501		Post-Partum Home Visit	\$ -
	99502		Newborn Assessment Screening Home Visit	\$ -
	T1001		Maternity Skilled Home Visit	\$ -
	T1002		TB/STD RN Services	\$ -
	T1016		CSC Contact	\$ -
	T1017		MCC Initial/ Subsequent Contact	\$ -
	CF Test		Cystic Fibrosis Tests	\$ -
<u>Dental Services/Child Health Clinic</u>				
<u>Initial Oral Screening</u>				
*	D0145CH		Oral Evaluation - 3 and under	\$ 38.07
*	D1206CH		Topical Application Fluoride	\$ 18.52
<u>Dental Services/Dental Clinic</u>				
*	HSSCR		Head Start Screening	\$ 10.00

UNION COUNTY HEALTH DEPARTMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES</u> <u>FY 09-10</u>
*	D0120		Periodic Oral Exam	\$ 35.00
*	D0140		Limited Oral Exam	\$ 40.00
*	D0150		Initial Oral Exam	\$ 48.00
*	D0170		Re-Evaluation Exam/Emergency Only	\$ 32.00
*	D0210		Intraoral Complete Films Series	\$ 80.00
*	D0220		Intraoral - Periapical, 1st	\$ 18.00
*	D0230		Intraoral - Periapical, each additional	\$ 15.00
*	D0240		Occlusal Periapical	\$ 18.00
*	D0270		Bitewing - Single Film	\$ 12.00
*	D0272		Bitewing - Two Film	\$ 23.00
*	D0273		Bitewing - Three Films	\$ 29.35
*	D0274		Bitewing - Four Film	\$ 40.00
*	D0330		Panoramic X-rays	\$ 65.00
*	D1110		Prophylaxis - Adult (13+)	\$ 50.00
*	D1120		Prophylaxis - Child	\$ 35.00
*	D1203		Flouride - Child	\$ 19.00
*	D1204		Flouride Adult (13+)	\$ 25.00
*	D1351		Sealant - Per Tooth	\$ 35.00
*	D1510		Space maintainer - fixed - unilateral	\$ 220.00
*	D1515		Space maintainer - fixed - bilateral	\$ 440.00
*	D2140		Amalgam - 1 Surface Prim & Perm	\$ 69.00
*	D2150		Amalgam - 2 Surface Prim & Perm	\$ 87.00
*	D2160		Amalgam - 3 Surface Prim &Perm	\$ 110.00
*	D2161		Amalgam - 4+ Surface Prim &Perm	\$ 124.00
*	D2330		Resin - 1 Surface, Anterior, Prim. & Perm.	\$ 70.00
*	D2331		Resin - 2 Surface, Anterior, Prim. & Perm.	\$ 87.00
*	D2332		Resin - 3 Surface, Anterior, Prim. & Perm.	\$ 110.00
*	D2335		Resin - 4 Surface, Anterior, Prim. & Perm.	\$ 130.00
*	D2391		Resin -1 Surface, Post Prim & Perm	\$ 85.00
*	D2392		Resin - 2 Surface,Post Prim. & Perm.	\$ 125.00
*	D2393		Resin - 3 Surface, Post & Perm. Only	\$ 155.00
*	D2394		Resin - 4 Surface, Post Prim. & Perm.	\$ 200.00
	D2750		Crown - Porcelain fused to high noble metal	\$ 500.00

UNION COUNTY HEALTH DEPARTMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES</u> <u>FY 09-10</u>
	D2790		Crown - Full cast high noble metal	\$ 500.00
*	D2920		Dental Recement Crown	\$ 25.00
*	D2930		Prefab. Stainless Steel Crown, Prim.	\$ 153.00
*	D2931		Prefab. Stainless Steel Crown, Perm.	\$ 165.00
*	D2932		Prefab. Resin Crown (anterior only)	\$ 175.00
*	D2940		Sedative Filling	\$ 42.00
*	D2950		Core Build-Up	\$ 105.00
*	D2951		Pin Retention - per tooth/in add. To perm rest.	\$25.00
*	D2952		Post & Core(Add. To crown)Indirectly Fabricated	\$ 300.00
*	D2954		Prefabricated Post & Core (in add. To Crown)	\$ 250.00
*	D2970		Temporary Crown (Fractured tooth)	\$ 152.00
*	D3220		Therapeutic Pulpotomy	\$ 90.00
*	D3310		Root Canal Therapy - anterior	\$ 310.00
*	D3320		Root Canal Therapy - pre-molar (bicuspid)	\$ 365.00
*	D3330		Root Canal Therapy - molar	\$ 445.00
*	D4341		Perio Scale per Quad	\$ 106.00
*	D4342		Perio Scaling/Root Planing-1 to 3/Quadrant	\$ 62.00
*	D4355		Full Mouth Scale	\$ 75.00
*	D4910		Periodontal Maintenance	\$ 58.50
*	D5110		Complete Denture - Maximillary	\$ 615.00
*	D5120		Complete Denture - Mandibular	\$ 615.00
*	D5130		Immediate Denture - Maxillary	\$ 665.00
*	D5140		Immediate Denture - Mandibular	\$ 665.00
*	D5211		Maxillary Partial Denture - Resin Base	\$ 460.00
*	D5212		Mandibular Partial Denture - Resin Base	\$ 460.00
*	D5213		Maxillary Partial Denture-Cast Metal w/Resin	\$ 660.00
*	D5214		Mandibular Partial Denture - Cast Metal w/Resin	\$ 660.00
*	D5281		Unilateral Cast/Partial	\$ 300.00
*	D5410		Adjust Complete Denture - Maxillary	\$ 59.00
*	D5411		Adjust Complete Denture - Mandibular	\$ 59.00
*	D5421		Adjust Partial Denture - Maxillary	\$ 59.00
*	D5422		Adjust Partial Denture - Mandibular	\$ 59.00
*	D5510		Repair Broken Complete Denture Base	\$ 82.00

UNION COUNTY HEALTH DEPARTMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES</u> <u>FY 09-10</u>
*	D5520		Replace Missing/Broken Teeth - Denture	\$ 70.00
*	D5610		Repair Resin Denture Base	\$ 82.00
*	D5630		Repair or Replace Broken Clasp	\$ 156.00
*	D5640		Replace Broken Teeth - Per Tooth	\$ 70.00
*	D5650		Add Tooth to Existing Partial Denture	\$ 85.00
*	D5660		Add Clasp to Existing Partial Denture	\$ 183.00
*	D5730		Reline Complete Maxillary Denture (Chairside)	\$ 145.00
*	D5731		Reline Complete Mandibular Denture (Chairside)	\$ 145.00
*	D5740		Reline Maxillary Partial Denture (Chairside)	\$ 145.00
*	D5741		Reline Mandibular Partial Denture (Chairside)	\$ 140.00
*	D5750		Reline Complete Maxillary Denture (Lab)	\$ 182.00
*	D5751		Reline Complete Mandibular Denture (Lab)	\$ 182.00
*	D5760		Reline Maxillary Partial Denture (Lab)	\$ 177.00
*	D5761		Reline Mandibular Partial Denture (Lab)	\$ 177.00
*	D5810		Interim Complete Denture (Maxillary/Temp)	\$ 275.00
*	D5811		Interim Complete Denture (Mandibular/Temp)	\$ 275.00
*	D5820		Interim Acrylic Partial Denture (Maxillary/Temp)	\$ 275.00
*	D5821		Interim Acrylic Partial Denture (Mandibular/Temp)	\$ 275.00
*	D5999		Maxillofacial Prosthesis (Hard Night Guard)	\$ 250.00
*	D6985		Pediatric Partial Denture, Fixed	\$ 365.00
*	D7111		Extraction , Coronal Remnants-Deciduous Tooth	\$ 76.00
*	D7140		Extraction Permanent	\$ 86.00
*	D7210		Surgical Removal - Tooth/Bone	\$ 105.00
*	D7510		Incision/Drain Abscess Intr-soft	\$ 175.00
*	D7910		Suture of Recent Small Wound	\$ 180.00
*	D7960		Frenulectomy - separate procedure	\$ 186.00
*	D9110		Pallative Treatment (Min. Proc.)	\$ 45.00
*	D9230		Nitrous Oxide Analgesia	\$ 54.00
*	D9940		Hard Night Guard	\$ 225.00
*	DUPXR		Duplicate X-Rays	\$ 10.00
 <u>Lab Services - In-House</u>				
*	36415		Collection of Venous Blood by Venipuncture	\$ 5.00

UNION COUNTY HEALTH DEPARTMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES</u> <u>FY 09-10</u>
*	81000		Routine Urine	\$ 20.00
*	81001		Urinalysis - Automated with microscopy	\$ 20.00
*	81002		Urine Dipstick	\$ 15.00
*	81003		Urinalysis - Automated without microscopy	\$ 15.00
*	81015		Microscopic Urine Exam	\$ 15.00
*	81025		Pregnancy Test	\$ 20.00
	82120		Amines, Vaginal Fluid, Qualitative	\$ 7.00
*	82270		Hemocult	\$ 15.00
*	82947		Blood Glucose Serum	\$ 8.00
*	82948		Glucose, Finger Stick	\$ 18.00
*	82950		Glucose, One Hour	\$ 20.00
*	82951		Glucose, Three Hour	\$ 50.00
*	85018QW		Hemoglobin	\$ 15.00
*	86592		RPR Quantitative	\$ -
*	86593		RPR Titer	\$ -
*	87081		GC Culture	\$ -
*	87205		Urethral Smear	\$ -
*	87210		Wet Mount	\$ -
*	87880		Group A Strep	\$ 25.00

FEE SCHEDULE FOR COPYING MEDICAL RECORDS

MEDREC1	\$10.00 for under 25 pages
MEDREC2	\$15.00 for 25-50 pages
MEDREC3	\$20.00 for 50 or more pages

REFERENCE LAB (REFERENCE LAB BILLS MEDICAID)

*	86900MH	ABO & RH (Blood Group & Type)	\$ 6.00
*	86900RL	ABO & RH (Blood Group & Type)	\$ 6.00
*	80074MH	Acute Hepatitis Panel - A, B, C	\$ 66.00
*	80074RL	Acute Hepatitis Panel - A, B, C	\$ 66.00
*	82105MH	Alpha-fetoprotein, serum	\$ 25.00
*	84460MH	ALT	\$ 8.50
*	84460RL	ALT	\$ 8.50

UNION COUNTY HEALTH DEPARTMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES</u> <u>FY 09-10</u>
*	82150MH		Amylase	\$ 11.00
*	82150RL		Amylase	\$ 11.00
*	86038MH		ANA	\$ 22.00
*	86038RL		ANA	\$ 22.00
*	87076MH		Anaerobic Culture	\$ 13.25
*	87076RL		Anaerobic Culture	\$ 13.25
*	86850MH		Antibody Screening (Atypical Antibodies)	\$ 37.00
*	86850RL		Antibody Screening (Atypical Antibodies)	\$ 37.00
*	86870MH		Antibody Titer/ID	\$ 35.00
*	86870RL		Antibody Titer/ID	\$ 35.00
*	86147MH		Anticardiolipin Antibodies	\$ 22.00
*	86147RL		Anticardiolipin Antibodies	\$ 22.00
*	86060MH		ASO Titer	\$ 16.00
*	86060RL		ASO Titer	\$ 16.00
*	82677MH		Assay of Estriol	\$ 35.00
*	82677RL		Assay of Estriol	\$ 35.00
*	83540MH		Assay of Iron	\$ 15.00
*	83540RL		Assay of Iron	\$ 15.00
*	84450MH		AST	\$ 8.50
*	84450RL		AST	\$ 8.50
*	87205MH		Bact. Culture Gram Stain	\$ 8.00
*	87205RL		Bact. Culture Gram Stain	\$ 8.00
*	87070MH		Bact. Culture Screen (Culture General)	\$ 14.00
*	87070RL		Bact. Culture Screen (Culture General)	\$ 14.00
*	87081MH		Beta Strep (cervix)	\$ 14.00
*	87081RL		Beta Strep (cervix)	\$ 14.00
*	82239MH		Bile Acids	\$ 28.00
*	82239RL		Bile Acids	\$ 28.00
*	86592MH		Blood Serology - RPR	\$ 8.00
*	86592RL		Blood Serology - RPR	\$ 8.00
*	84520MH		BUN (serum)	\$ 8.00
*	84520RL		BUN (serum)	\$ 8.00
*	85027MH		CBC without diff	\$ 20.00

UNION COUNTY HEALTH DEPARTMENT
FEE SCHEDULE 2009-2010

<u>FEE</u> <u>SLIDES</u>	<u>CPT</u> <u>CODE</u>	<u>REQD</u> <u>MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT</u> <u>FEE</u> <u>FY 09-10</u>
*	85027RL		CBC without diff	\$ 20.00
*	88180MH		CD4	\$ 82.00
*	88180RL		CD4	\$ 82.00
*	80053MH		Chem 13	\$ 14.00
*	80053RL		Chem 13	\$ 14.00
*	80048MH		Chem 7 (Basic Met Panel)	\$ 14.00
*	80048RL		Chem 7 (Basic Met Panel)	\$ 14.00
*	82465MH		Cholesterol Panel	\$ 22.00
*	82465RL		Cholesterol Panel	\$ 22.00
*	87230MH		Clostridium difficile toxin A	\$ 29.00
*	87230RL		Clostridium difficile toxin A	\$ 29.00
*	82565MH		Creatinine (serum)	\$ 15.00
*	82565RL		Creatinine (serum)	\$ 15.00
*	87110MH		Culture Chlamydia	\$ 29.00
*	87110RL		Culture Chlamydia	\$ 29.00
*	87040MH		Culture, Bacteria (Blood)	\$ 17.30
*	87040RL		Culture, Bacteria (Blood)	\$ 17.30
*	86644MH		Cytomeglovirus IGG	\$ 22.00
*	86644RL		Cytomeglovirus IGG	\$ 22.00
*	86645MH		Cytomeglovirus IGM	\$ 22.00
*	86645RL		Cytomeglovirus IGM	\$ 22.00
*	80185MH		Dilantin-bound Serum	\$ 20.00
*	80185RL		Dilantin-bound Serum	\$ 20.00
*	85007MH		Differential	\$ 5.00
*	85007RL		Differential	\$ 5.00
*	80186MH		Dilantin-free Serum	\$ 27.00
*	80186RL		Dilantin-free Serum	\$ 27.00
*	86880MH		Direct Combs	\$ 10.00
*	86880RL		Direct Combs	\$ 10.00
*	80101MH		Drug Screen	\$ 20.00
*	80101RL		Drug Screen	\$ 20.00
*	80051MH		Electrolytes	\$ 12.00
*	80051RL		Electrolytes	\$ 12.00

UNION COUNTY HEALTH DEPARMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES FY 09-10</u>
*	86663MH		Epsteing Barr Antibody	\$ 22.00
*	86663RL		Epsteing Barr Antibody	\$ 22.00
*	86664MH		Epsteing Barr Antibody	\$ 22.00
*	86664RL		Epsteing Barr Antibody	\$ 22.00
*	86665MH		Epsteing Barr Antibody	\$ 24.00
*	86665RL		Epsteing Barr Antibody	\$ 24.00
*	85651MH		ESR (Sed Rate)	\$ 6.00
*	85651RL		ESR (Sed Rate)	\$ 6.00
*	82731MH		Fetal Fibronectin	\$ 95.00
*	82731RL		Fetal Fibronectin	\$ 95.00
*	82728MH		Ferritin	\$ 25.00
*	82728RL		Ferritin	\$ 25.00
*	82746MH		Folate	\$ 26.00
*	82746RL		Folate	\$ 26.00
*	84481MH		Free T3 (unbound)	\$ 27.00
*	84481RL		Free T3 (unbound)	\$ 27.00
*	84439MH		Free T4 (unbound)	\$ 15.00
*	84439RL		Free T4 (unbound)	\$ 15.00
*	83001RL		FSH	\$ 30.00
*	87102MH		Fungus Culture	\$ 15.00
*	87102RL		Fungus Culture	\$ 15.00
*	82977MH		GGT	\$ 12.00
*	82977RL		GGT	\$ 12.00
*	82947MH		Glucose	\$ 8.00
*	82947RL		Glucose	\$ 8.00
*	87205RL		Gram Stain	\$ 8.00
*	87880MH		Group A Strep	\$ 22.00
*	87880RL		Group A Strep	\$ 22.00
*	83036MH		Hbg A1C (Hemoglobin A1C)	\$ 16.00
*	83036RL		Hbg A1C (Hemoglobin A1C)	\$ 16.00
*	84703MH		HCG, Qual.	\$ 13.00
*	84703RL		HCG, Qual.	\$ 13.00
*	84702MH		HCG, Titer	\$ 14.00

UNION COUNTY HEALTH DEPARTMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES</u>
				<u>FY 09-10</u>
*	84702RL		HCG, Titer	\$ 14.00
*	83718MH		HDL	\$ 14.00
*	83718RL		HDL	\$ 14.00
*	80076MH		Hepatic Function (Liver Profile)	\$ 16.00
*	80076RL		Hepatic Function (Liver Profile)	\$ 16.00
*	86709MH		Hepatitis A Antibody IGM	\$ 18.00
*	86709RL		Hepatitis A Antibody IGM	\$ 18.00
*	86708MH		Hepatitis A Antibody Total	\$ 20.00
*	86708RL		Hepatitis A Antibody Total	\$ 20.00
*	86707MH		Hepatitis ABC - Hep B BE AB	\$ 22.00
*	86707RL		Hepatitis ABC - Hep B BE AB	\$ 22.00
*	87340MH		Hepatitis ABC - Hep B Surf AB	\$ 16.00
*	87340RL		Hepatitis ABC - Hep B Surf AB	\$ 16.00
*	86803MH		Hepatitis ABC - Hep C AB	\$ 22.00
*	86803RL		Hepatitis ABC - Hep C AB	\$ 22.00
*	86704MH		Hepatitis ABC-Hep Core AB	\$ 23.00
*	86704RL		Hepatitis ABC-Hep Core AB	\$ 23.00
*	86706MH		Hepatitis B Panel	\$ 18.00
*	86706RL		Hepatitis B Panel	\$ 18.00
*	87350MH		Hepatitis BE AG, EIA	\$ 18.00
*	87350RL		Hepatitis BE AG, EIA	\$ 18.00
*	86803MH		Hepatitis C Antibody	\$ 22.00
*	86803RL		Hepatitis C Antibody	\$ 22.00
*	87253MH		Herpes Culture	\$ 73.00
*	87253RL		Herpes Culture	\$ 73.00
*	86694MH		Herpes Simplex Typ I & II IGM	\$ 22.00
*	86694RL		Herpes Simplex Typ I & II IGM	\$ 22.00
*	86687MH		HIV	\$ 58.00
*	86687RL		HIV	\$ 58.00
*	83898MH		HIV RNA Viral Load Cytomm.	\$ 237.00
*	83898RL		HIV RNA Viral Load Cytomm.	\$ 237.00
*	87621RL		HIV Typing	\$ 138.00
*	87621MH		HIV Typing	\$ 138.00

UNION COUNTY HEALTH DEPARMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES</u> <u>FY 09-10</u>
*	82785RL		IgE, Gammaglobulin	\$ 25.00
*	82785MH		IgE, Gammaglobulin	\$ 25.00
*	86003MH		Immuno (Allergen Specific, Quant.	\$ 9.00
*	86003RL		Immuno (Allergen Specific, Quant.	\$ 9.00
*	83540MH		Iron (serum)	\$ 15.00
*	83540RL		Iron (serum)	\$ 15.00
*	83550MH		Iron Binding Test (TIBC)	\$ 14.00
*	83550RL		Iron Binding Test (TIBC)	\$ 14.00
*	83615MH		LDH	\$ 15.00
*	83615RL		LDH	\$ 15.00
*	83002RL		LH	\$ 30.00
*	83690MH		Lipase	\$ 11.00
*	83690RL		Lipase	\$ 11.00
*	80061MH		Lipid Profile	\$ 25.00
*	80061RL		Lipid Profile	\$ 25.00
*	85597MH		Lupus Anticoagulant	\$ 27.00
*	85597RL		Lupus Anticoagulant	\$ 27.00
*	83735MH		Magnesium (serum)	\$ 12.00
*	83735RL		Magnesium (serum)	\$ 12.00
*	87207RL		Malaria Smear	\$ 10.00
*	87207MH		Malaria Smear	\$ 10.00
*	86308MH		Monospot	\$ 10.00
*	86308RL		Monospot	\$ 10.00
*	86735MH		Mumps IGG/IGM	\$ 22.00
*	86735RL		Mumps IGG/IGM	\$ 22.00
*	82270MH		Occult Blood	\$ 6.00
*	82270RL		Occult Blood	\$ 6.00
*	87077MH		Organism Identification	\$ 14.00
*	87077RL		Organism Identification	\$ 14.00
*	82951MH		Oral Glucose Tolerance (3 hr.)	\$ 50.00
*	82951RL		Oral Glucose Tolerance (3 hr.)	\$ 50.00
*	82952MH		Oral Glucose Tolerance (3 hr.)	\$ 7.00
*	82952RL		Oral Glucose Tolerance (3 hr.)	\$ 7.00

UNION COUNTY HEALTH DEPARTMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES</u> <u>FY 09-10</u>
*	82950MH		O'Sul Tolerance (1 hr. GTT)	\$ 17.00
*	82950RL		O'Sul Tolerance (1 hr. GTT)	\$ 17.00
*	88142SL		Pap Smear	\$ 30.00
*	88142RL		Pap Smear	\$ 30.00
*	86747MH		Parvo B 19 IGG/IGM	\$ 22.00
*	86747RL		Parvo B 19 IGG/IGM	\$ 22.00
*	88305MH		Pathology	\$ 110.00
*	88305RL		Pathology	\$ 110.00
*	84146MH		Prolactin	\$ 29.00
*	84146RL		Prolactin	\$ 29.00
*	85610MH		PT	\$ 8.00
*	85610RL		PT	\$ 8.00
*	85730MH		PTT	\$ 11.00
*	85730RL		PTT	\$ 11.00
*	85044MH		Retic Count	\$ 8.00
*	85044RL		Retic Count	\$ 8.00
*	87425MH		Rotovirus ag, EIA	\$ 18.00
*	87425RL		Rotovirus ag, EIA	\$ 18.00
*	86762MH		Rubella IGG/IGM	\$ 22.00
*	86762RL		Rubella IGG/IGM	\$ 22.00
*	86765MH		Rubeolla IGG	\$ 20.00
*	86765RL		Rubeolla IGG	\$ 20.00
*	87210MH		Smear, Stain Interpret	\$ 7.00
*	87210RL		Smear, Stain Interpret	\$ 7.00
*	84436MH		T4	\$ 10.00
*	84436RL		T4	\$ 10.00
*	80156RL		Tegratol Level	\$ 23.00
*	80156MH		Tegratol Level	\$ 23.00
*	84479MH		T3	\$ 12.00
*	84479RL		T3	\$ 12.00
*	86777MH		Toxoplasmosis IGG	\$ 22.00
*	86777RL		Toxoplasmosis IGG	\$ 22.00
*	82491MH		Triliptal Level	\$ 32.00

UNION COUNTY HEALTH DEPARTMENT
FEE SCHEDULE 2009-2010

<u>FEE SLIDES</u>	<u>CPT CODE</u>	<u>REQD MOD.</u>	<u>SERVICE DESCRIPTION</u>	<u>CURRENT FEES</u> <u>FY 09-10</u>
*	82491RL		Triliptal Level	\$ 32.00
*	84478MH		Triglycerides	\$ 10.00
*	84478RL		Triglycerides	\$ 10.00
*	84443MH		TSH	\$ 25.00
	84443RL		TSH	\$ 25.00
*	84550MH		Uric Acid (serum)	\$ 9.00
*	84550RL		Uric Acid (serum)	\$ 9.00
*	82575MH		Urine 24 hr. for Prot/Creat.	\$ 17.00
*	82575RL		Urine 24 hr. for Prot/Creat.	\$ 17.00
*	87491RL		Urine Chlamydia	\$ 34.26
*	87591RL		Urine Gonorrhea	\$ 34.26
*	87088MH		Urine Culture	\$ 17.00
*	87088RL		Urine Culture	\$ 17.00
*	87186MH		Urine Sensitivity	\$ 16.00
*	87186RL		Urine Sensitivity	\$ 16.00
*	86787MH		Varicella-Zoster IGG/IGM	\$ 22.00
*	86787RL		Varicella-Zoster IGG/IGM	\$ 22.00
*	87252MH		Viral Culture	\$ 85.00
*	87252RL		Viral Culture	\$ 85.00
*	82607RL		Vitamin B-12	\$ 23.00

AGENDA ITEM

Marshville / Wingate Wastewater Agreements

4/8

Renegotiation Schedule

MEETING DATE 3.15.10

<u>Activity</u>	<u>Duration</u>	<u>End Date</u>
• Provide written notification to Town Managers of the desire to renegotiate agreements	1 week	March 1, 2010
• County Commissioners communicate desire to negotiate new agreements to Mayor and Town Councils asking Councils to agree to move forward and direct their Manager and staff accordingly	1 month	April 1, 2010
• Actions by Town Councils to move forward	1 month	May 2010
• Reach consensus with town staff on the major issues and interests that a new agreement needs to address. (See note)	1 month	June 2010
• Obtain concurrence from Town Councils and our Board on major points / positions for this agreement and direction to proceed with negotiations	2 months	August 2010
• Negotiate terms and conditions	2 months	October 2010
• Draft agreement	1 month	November 2011
• Review and approval by governing boards	1 month	December 2010

Estimated time:
approximately 9
months

Note: Major issues and interests would include updated rates and charges and equitable methods for computing capital and consumption charges, term of agreement, committed capacity, inflow and infiltration reduction, allocation method and timing for new capacity, etc.

4/9
3-15-12

**Board of Trustees of the Union County Public Library
By-Laws**

Article 1 Name

The Board of County Commissioners has established the Board of Trustees of the Union County Public Library (hereinafter referred to as the "Board," the "Board of Trustees," or the "Library Board"), according to the provisions of North Carolina General Statute 153A-265, and has delegated to the Board of Trustees the authority described in these Bylaws.

Article 2 Purpose

The purpose of the Board of Trustees shall be to formulate and adopt, with assistance of the professional library director (hereinafter known as the Director), policies for the delivery of library services for all inhabitants of Union County, North Carolina, and to advise the Board of County Commissioners on matters of library development.

Article 3 Members

The Board of Trustees shall be composed of nine members appointed by the Union County Board of Commissioners. All members must be residents of Union County and shall be chosen from the populace with reference to their qualifications of such office.

One person shall be appointed to represent each of the following regions (note: the map designating the regions – are the regions established based on population? Need to ensure that each region has an equal number of citizens within):

- Marshville Region – Marshville and eastern Union County
- Monroe Region – City of Monroe and central Union County
- Union West Region -- Indian Trail, Stallings, Lake Park, Hemby Bridge
- Weddington Region -- including Marvin and Wesley Chapel
- Waxhaw Region -- including Mineral Springs and southwestern Union County
- Fairview Region -- including Unionville and northwestern Union County

Three seats shall be at-large seats, and the person filling each of these seats may be a resident of any region of the County.

Deleted:

The Union County Board of Commissioners shall designate one of its own members to serve ex-officio on the Library Board. The Commissioner shall serve as a liaison and shall have no vote. Such member from the Board of Commissioners shall serve a term of one year to begin in the month of January.

This Board acknowledges its responsibility to make periodic reports to the Union County Board of Commissioners. There shall be an annual report which shall cover operation of the library services rendered and will outline any new services for which need is recognized. Following approval by the County Board of Commissioners, this report shall be forwarded to the North Carolina Department of Cultural Resources.

The appointed Board of Trustees recognizes that adequate financial support is basic for the good of the library service; and as the legally appointed Board, accepts the responsibility for requesting financial support from all resources available in addition to the Union County General Fund.

The Union County Board of Commissioners may remove any member appointed to the Board of Trustees for incapacity, unfitness, misconduct, or neglect of duty. Failure to attend at least two-thirds of regularly scheduled meetings per year shall be interpreted as neglect of duty. Prior to the meetings, the secretary shall be notified of inability to attend.

Members of the Board shall serve without compensation.

Article 4. Terms

Members shall be appointed for two-year terms. Four members shall be appointed in January of odd-numbered years and five members shall be appointed in January of even-numbered years.

All vacancies on the Board shall be immediately reported by the Board of Trustees to the Union County Board of Commissioners, which shall fill the unexpired term for the vacant seat.

Article 5. Quorum

A quorum for the transaction of business at any meeting shall consist of a simple majority of the Board, not counting vacancies, present in person. In the event a quorum is not present, any emergency action deemed necessary shall be taken with such action subject to ratification by a quorum at a called special meeting or at the next regular meeting.

Article 6. Officers

The officers shall be a chairperson and a vice-chairperson (NOTE: to make it consistent with the terms used in the rest of the document) elected from among the appointed trustees at the annual meeting of the Board of Trustees.

Deleted: chairman

Deleted: chairman

Officers shall be elected to serve a term of one year or until their successors are duly elected.

The Chairperson shall preside at all meetings of the Board, authorize calls for any special meetings of the Board, appoint all committees, execute all documents authorized by the Board, serve as ex-officio member of all committees and generally perform all duties associated with that office.

The Vice-Chairperson, in the event of the absence or disability of the Chairperson, or vacancy in that office, shall assume and perform the duties and functions of the Chairperson.

The Director, as Secretary, shall be responsible for keeping a true and accurate record of all meetings of the Board, for issuing notices of all regular and specially called meetings of the board, and shall perform such other duties as are generally associated with the office of Secretary.

The Director shall make pertinent financial reports at regular board meetings.

Article 7. Meetings

There shall be at least ten regular meetings of the Board of Trustees each year, held at a regular time and announced to the public via the Union County website. In addition, the schedule for regular meetings shall be filed with the Clerk to the Board of Commissioners.

The annual meeting shall be held at the time of the regular meeting in January of each year. (NOTE: does it make sense to hold the annual meeting in January when you have new members take office in January? Why the change from May to January?)

Special meetings shall be called at the direction of the Chairperson (NOTE: change throughout to be consistent) or at the request of a majority of the Board for the transaction of business as stated in the call for the meeting. Public notice of special meetings shall be given at least forty-eight hours before the meeting in accordance with the provisions found in North Carolina's open meetings law.

Deleted: Chairman
Deleted: three members

All meetings are open to the public except for matters in which a closed session is permissible under North Carolina law.

The order of business for regular meetings shall include, but not be limited to the following items. (a) Call to order (b) Adoption of the Agenda (c) Public Comment period (d) Presentation to the Board (e) Disposition of minutes of previous meeting (f) Report of the Director (g) Committee Reports (h) Communications (i) Unfinished business (j) New business (k) Announcements (l) Adjournment.

Meetings shall be conducted according to standard conventions of Parliamentary Procedure. The rules contained in *Suggested Rules of Procedure for Small Local Government Boards* shall govern the Board in all cases in which they are applicable, and in which they are not inconsistent with the By-Laws.

Article 8. Powers & Duties of the Board

The Library Board of Trustees with the advice and consent of the County Commissioners and staff, and consistent with state statutes, county manager's contract, and local policies, shall interview applicants and shall make recommendations to the Board of County Commissioners and County Manager relating to the employment of the Library Director. (NOTE: need to make it generic to state statutes, county manager contract – so if anything changes in those documents we don't need to change all of our policies and bylaws)

Deleted: Personnel Director
Deleted: personnel statutes, regulations, practices and procedures

The Library Director may be terminated in accordance with any general personnel rules, regulations, policies, or ordinances that the board may adopt.

With assistance of the Director, the Board shall formulate policies for the government of the library which are consistent with state and federal statutes and regulations and Union County policies; and which assure public access to library resources and protection of County property.

The Board shall establish a schedule of fines and fees, including but not limited to: charges for the late return, failure to return, damage to, and loss of library materials; non-resident borrowers' card; and output from library equipment such as printers and copiers.

The Board shall make recommendations to the Board of Commissioners concerning construction and improvements of library buildings and the other structures for the library system; approve the annual report of library operations, and shall otherwise advise the Board of County Commissioners on library matters.

Article 9. The Library Director

Employees of the Union County Library shall be employed in accordance with the Personnel Resolution adopted by the Union County Board of Commissioners and any other pertinent state statutes or local board of commissioner policies. The Director shall be responsible for adherence to the personnel policies of the County; for the direction and supervision of the staff, for the care and maintenance of the physical library property; for the adequate and proper selection of materials in keeping with stated library policies; for the efficiency of library services to the county inhabitants; for the financial operation within the limitations of budgeted appropriations; and for providing financial, staffing, and operations reports and information to the County Commissioners as they require. The Director shall keep the Board and the County Commissioners abreast of all matters system wide.

The Director shall keep the Board informed in all matters of interest to the Library.

Article 10. Amendment

These By-Laws may be amended by a majority vote of members present at a regular meeting of the Board of Trustees at which a quorum is present, provided that the proposed amendment was made known to all members in the call for the meeting.

Article 11. Approval

These By-Laws, and any amendments thereto, are subject to the approval of the Board of County Commissioners.

Deleted:

Adopted by the Board of Trustees of the Union County Public Library:

Chairperson

January 19, 2010
date

Approved by the Board of County Commissioners:

Chairperson

date



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

RECEIVED
4 | 10
DATE 3-15-10
704-283-3746
704-283-3616 Fax

John Petoskey
Tax Administrator

INTEROFFICE MEMORANDUM

TO: Lynn West
FROM: John Petoskey, Tax Administrator
SUBJECT: 2010 Board of Equalization and Review Chairmanship
DATE: March 4, 2010

Please submit to the Board of County Commissioners the name of Dutch Hardison for appointment as the 2010 Board of Equalization and Review Chairman. Under: NC GS 105-322, the Board of County Commissioners appoint the Chairman of the Board of Equalization and Review.

Dutch has been a member of the B.E.R for several years and served in this capacity last year. As Chairman, he was able to put the taxpayer at ease, as well as, maintain a tight hearing schedule of over 500 appeals. We received several compliments from the public on his leadership and style. Dutch also has the support of his fellow Board members and would be my recommendation as well.

We need to make this appointment at the March 15th Board meeting since the first meeting of the Board of Equalization and Review is April 6th.

I appreciate your assistance in this matter.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 15 March 2010

Action Agenda Item No. 411

(Central Admin. use only)

SUBJECT: Fiscal Year 2010-2011 Grant Application for the Criminal Justice Partnership Program

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

ATTACHMENT(S):
CJPP Application for Continued Funding

INFORMATION CONTACT:
Matthew Delk, Asst. Manager
Wes Baker, Auditor

TELEPHONE NUMBERS:
(Delk) 704-283-3656
(Baker) 704-283-3630

DEPARTMENT'S RECOMMENDED ACTION: Authorize staff to sign and submit the Criminal Justice Partnership Program application for Continuation of Implementation Funding.

BACKGROUND: The Criminal Justice Partnership Program is a local community-based corrections program funded by the State and administered at a local level. Union County appoints representatives to a County CJPP board, as defined by statute, that supervises a substance abuse treatment program for court-ordered offenders.

The County annually requests funding from the State to support the program. Currently, the County contracts with First Step-Carolinas Medical Center Union to provide substance abuse treatment with those funds.

The CJPP Board met recently, and recommends the attached Application, which includes a \$130,749 budget for the 2010-11 fiscal year. This is the same amount that was funded by the State and approved in the County 2009-10 budget. This budget provides enough funding for First Step to provide one full-time Substance Abuse Counselor, one part-time Counselor, one Secretary, detoxification services, limited residential treatment services, and other support expenses. After the Legislature approves a budget for the next fiscal year and we are allotted funds, it may be necessary for us to amend the budget to reflect the actual allotment.

The State requires that the attached Application contain the signatures of the County Manager, the Finance Officer, and the local CJPP Chair. The Recommended Action authorizes the first two signatures, and the CJPP Board has authorized the CJPP Chair to sign the document after

approval by the Commission.

FINANCIAL IMPACT: None. The grant requires no County cash match.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Criminal Justice Partnership Program

Application for Continuation of Implementation Funding

FY 2011 - from July 1, 2010 to June 30, 2011

Due in the CJPP Coordinator's Office by March 31, 2010

County: **Union**

Grant Number: **90-0710-I-A** County Operations
 Contractual Service

Contact Person: **Matthew Delk**
 Phone: **704-283-3656**
 Fax: **704-282-0210** Email:

Note:

This application is to be used for the continuation of implementation grant funding only.
 New programs must complete a full application in accordance with Section IV.A of the CJPP Policies and Procedures.

1. County Manager/Authorizing Official

Name **Al Greene**
 Title **County Manager**
 Address

500 N. Main St. Monroe, NC 28110

 Phone

704-292-2625

 Fax

704-282-1021

 Email

agreene@co.union.nc.us

Signature

2. Fiscal Agent

Name **Kai Nelson**
 Title **Finance Officer**
 Address

500 N. Main St. Monroe, NC 28110

 Phone

704-283-3818

 Fax

704-225-0664

 Email

knelson@co.nion.nc.us

Signature

3. CJPP Local Advisory Board Chair

Name **Michael Runge**
 Title **Board Chair**
 Address

598 Indian Indian Trail Suite 135 Indian Trail, NC 28079
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 Phone

704-309-1588

 Fax

704-391-3736

 Email

michaelrunge@carolina.rcom

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4. Total Grant

Award Amount **130,749.00**

5. Program Type

Indicate the type(s) of CJP program(s) operated. (Check all that apply)

- Day Reporting Center
- Sat. Substance Abuse Treatment
- Resource Center

Signature

6. Date Approved

1/25/2010

Approved By

CJPP Local Advisory Board
County Board of Commissioners

7. Sentenced Offender Program

A. Program Information

Provide Name, Address, and Phone/Fax/Email of Program

BHC First Step at CMC-Union
PO Box 5003
1623 E. Sunset Dr.
Monroe, NC 28111

Program Director Name **Dorsey Ward**

B. Program Administration (for Contractual Programs only)

Provide Name, Title, Address, and Phone/Fax/Email of Director, Administrator or Contact Person

Dorsey Ward, MSW, LCAS
Director
BHC First Step
PO Box 5003
Monroe, NC 28111
704-290-5030
704-289-8784

8. Program Modifications

A. Check All Proposed Changes in the Following Program Components.
B. For Each Checked, Describe Current Program Component, followed by Proposed Program Component.

Program Goals and Objectives

Program Activities

Continue the addition of a Residential Treatment service to the total service array with a cap of \$10,000 or 50 days at \$200 per day

of Offenders Served

Offenders Targeted

Program Administration

Administrative Fees

Clerical fees have remained stagnant at \$15 per hour for years; raise per hour fee to \$18 and total expense from \$5,000 to \$5,500

Program Staffing

Contracts

MOA's

Job Descriptions for
County Employees

- Other
- Other

9. Sentenced Offender Program Goals and Objectives Description

(Refer to CJPP Legislation as a guide to the definitions of Goals and Objectives)
State the GOALS of the program in terms of the long-term effect the program is designed to have, and a list of measurable OBJECTIVES to meet those goals.

Goals

Objectives to meet Goal

Provide an additional sentencing option for Intermediate Probationers (and Community Probationers at risk of revocation) who exhibit a substance abuse or dependency problem.

1. Screen 100% of referrals from Court, DCC and TASC.
2. Serve at least 50 referrals per year who meet admission criteria.
3. Maintain an average caseload of 12 - 15 referrals in the treatment program.

Provide offenders with the knowledge and tools of treatment sufficient to reduce recidivism and probation revocations.

1. Provide either Regular or Intensive IOP to 100% of admitted referrals.
2. Provide random drug screening to 100% of offenders in treatment.
3. Achieve a 35% or better Completion Rate per State database reports.
4. Offer Continuing Care support to all who complete the treatment program.

Provide ancillary services to support an alcohol and drug free lifestyle beyond the treatment program.

1. Have 100% of offenders in treatment participate in AA and NA groups.
2. Refer 100% of those eligible for vocational services to VR.
3. Refer 100% of offenders who can not remain clean and sober in outpatient treatment to a more intensive level of care.

10. Program Capacity Data

**Sentenced
Offender**

Provide the following information regarding program services:

[A] 1. What was the actual TOTAL number of people served during FY 2008 - 2009?	52
2. What is the estimated TOTAL number of people to be served during FY 2009 - 2010? *	50
3. What is the estimated TOTAL number of people to be served during FY 2010 - 2011? *	50

* Consider treatment slots, length of time in treatment, and total budget when estimating total number of people served.

[B] Check all services that apply		On Site	Off Site
[1] <input checked="" type="checkbox"/> Substance Abuse Treatment	<input checked="" type="checkbox"/> Assessment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> ROPT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> IOPT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Support Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> After Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Drug Screens	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>
[2] <input type="checkbox"/> Educational Services		<input type="checkbox"/>	<input type="checkbox"/>
[3] <input type="checkbox"/> Job Development Services		<input type="checkbox"/>	<input type="checkbox"/>
[4] <input checked="" type="checkbox"/> Cognitive Behavioral Intervention		<input checked="" type="checkbox"/>	<input type="checkbox"/>
[5] <input type="checkbox"/> Domestic Violence Services		<input type="checkbox"/>	<input type="checkbox"/>
[6] <input type="checkbox"/> Life Skills		<input type="checkbox"/>	<input type="checkbox"/>
[7] <input type="checkbox"/> Sex Offender		<input type="checkbox"/>	<input type="checkbox"/>
[8] <input checked="" type="checkbox"/> Others	Inpatient services	<input checked="" type="checkbox"/>	<input type="checkbox"/>

11. Service Provider Information

[A] List the NON-CONTRACTED (i.e., services at NO COST to CJPP) Service Providers to the program. Attachment 2

Attach a Copy of Memorandums of Agreement (MOA's) in attachment section for FY 2010 - 2011. MOA's should be maintained in Program files on site.

Department of Community Corrections (DCC) - Union County
Treatment Accountability for Safer Communities (TASC)

[B] List the CONTRACTED (i.e., services at COST to CJPP) Service Providers to the program. Attachment 3

Attach a Copy of Proposed or Signed Contracts in attachment section for FY 2010 - 2011. Contracts should be maintained in Program files on site.

Contract between Union County and CMC-Union

Please Note: Attachments are required for contracts and MOA's for FY 2010 - 2011.

12. Project Income

Does the program anticipate receiving any Project Income?

- No
- Yes (Attach a completed "Project Income Report" form) Attachment 8

Submit one (1) Original and two (2) copies of Application and Attachments, including budgets.

Attachment Check List

Attach the following in this order:

Attachment	Attached?	Reason, if Not Attached
1. Job Descriptions for all modified CJP Program Positions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	No positions modified for 2010-2011
2. Copies of All MOA's for FY 2010 - 2011 for Service Providers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DCC and TASC
3. Copies of All Proposed or Signed and Executed Contracts for FY 2010 - 2011 for Service Providers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Union County and CMC-Union
4. Copy of facility license and proof of appropriate certification or registration with certifying board.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	State of NC license and The Joint Commission (TJC) accreditation
5. Monthly or Weekly Calendar detailing Services Provided	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6. Local CJPP Advisory Board Members and Terms	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7. Budget Line Item Justification Form	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8. Budget Summary Form	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
9. Project Income Report (if applicable)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
10. Information regarding all funding sources beyond CJPP funds (Grants, County Funds, etc.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A

NOTE: Please number your attachments and submit in the order indicated above.
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Criminal Justice Partnership Program

FY 2011 - from July 1, 2010 to June 30, 2011 Budget Line Item Justifications

County: **Union**

Grant Number: **90-0710-I-A**

- County Operations
 Contractual Service

Contact Person: **Matthew Delk**
 Phone: **704-283-3656**
 Fax: **704-282-0210** Email:

FY Grant
 Award Amount **130,749**

Personnel

	Line Items	Justifications		Totals
List each position separately.	Salaries			
	Position 1.	Full-time SA Counselor	Hours/Year 2,080 Salary 58,000	
	Position 2.	Part-time SA Counselor	Hours/Year 954 Salary 26,140	
	Position 3.	Secretary	Hours/Year 300 Salary 5,500	
		Total Full Time Equivalences (FTE's)		1.60
Indicate FICA amount List other wage tax.	Wage Taxes			
	FICA	Included in Salaries above		0
List separately. Include insurance, retirement, 401(k), workers' compensations, unemployment, etc	Fringe Benefits			
	A.	Included in Salaries above		0
	Total Personnel			89,640

Travel

	Line Items	Justifications		Totals
List each travel or training event and its estimated cost separately. Staff mileage should be listed as well, indicated as 'Staff Mileage'. <u>NOTES.</u> ● All out-of-state travel must be shown in detail and approved prior to reimbursement ● Travel expenses submitted should not		Staff Position and Description of travel event		
	A.	CJPP board members, SA Counselor and other BHC First Step staff trainings and meetings required or recommended by the CJPP program; includes registration fees, meals, lodging and mileage expenses		

exceed County or State allowable amounts

- State mileage rate is \$0.345 per mile

1,000

Total Travel

1,000

Contractual

List each contractor separately.

Line Items

Justifications

Totals

A.	Non-hospital medical detoxification services at BHC First Step for CJPP referrals up to 16 days	10,560
B.	Residential services at BHC First Step for CJPP referrals up to 50 days	10,000
C.	Services of a licensed mental health therapist for CJPP referrals up to 20 hours	1,200
D.	Patient transportation services to and from scheduled sessions at prevailing taxi rates	3,000

Total Contractual

24,760

Operating

Operating expenses include costs of running the program.

List each item separately and provide details for all operational items, including unit costs, where applicable

DO NOT LIST EQUIPMENT

Line Items

Justifications

Totals

Office Supplies	Assessment instruments, on-site drug testing materials and other supplies	2,000
Other	Patient meals	6,000
Other	Patient educational materials	5,000

Total Operating

13,000

Equipment

Equipment includes all items over \$500, used for operating the program.

List each item separately and provide details for all equipment, including number of each to be purchased.

Line Items

Justifications

Totals

Computer (s)	Computer and peripherals as needed	1,000
Furniture	Office furniture for CJPP-related staff	1,349

		Total Equipment	2,349
Construction			
	Line Items	Justifications	Totals
	For facility construction or renovation.		
	Include paint, carpet, roofing, electrical, etc		
		Total Construction	0
		Budget Line Item Total	130,749

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Criminal Justice Partnership Program

FY 2011

Budget Summary

Due in the CJPP Office by March 31, 2010

County: **Union** Grant Number: **90-0710-I-A**

- County Operations
 Contractual Service

Contact Person: **Matthew Delk**Phone: **704-283-3656**Fax: **704-282-0210** Email:FY 2009 - 2010 Grant Award **130,749.00**FY 2010 - 2011 Grant Award **130,749.00**

Budgeted Amounts (FY 2009 - 2010)		Expenditure Amounts (FY 2009 - 2010)			
Budget Category and Code	[A] Budgeted July 1, 2009 (From Column [A] from July Report)	[B] Budgeted Dec 31, 2009 (Column [A] from July Report + Column [H] from July through December reports)	[C] Actual Expenditures Through Dec 31, 2009	[D] Estimated Total Expenditures (July 1, 2009 Through June 30, 2010)	[E] Budgeted for FY 2010 - 2011
Personnel 536502_1	98,000.00	98,000.00	43,035.00	95,000.00	89,640.00
Travel 536502_2	1,000.00	1,000.00	0.00	0.00	1,000.00
Contractual 536502_3	22,115.00	22,115.00	500.00	20,000.00	24,760.00
Operating 536502_4	7,000.00	7,000.00	2,946.00	7,000.00	13,000.00
Equipment 536502_5	2,634.00	2,634.00	500.00	3,000.00	2,349.00
Construction 536502_6	0.00	0.00	0.00	0.00	0.00
Unallocated 536502_7	0.00	0.00	0.00	0.00	0.00
Totals	130,749.00 (To Match FY 2009 - 2010 Grant Award)	130,749.00 (To Match Column [A] Total)	46,981.00 (Should match [Q] from December Report)	125,000.00	130,749.00 (To Match FY 2010 - 2011 Grant Award)

I certify that this information is correct, based on the grantee county's accounting system and records, consistently applied and maintained. Expenditures shown have been made for the purpose of and in accordance with the approved budget and applicable grant conditions and requirements. Appropriate documentation to support all expenditures is available for inspection.

Signature of Program Director

Date

Signature of County Manager,
Official Designee, or Fiscal Officer

NOTE: Not needed if services are fully contracted with service provider.

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