

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

www.co.union.nc.us

Closed Session - 6:30 p.m.

1. **Opening of Meeting**
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Featured Community Benefit Organization: Hospice of Union County (*Estimated Time: 5 Minutes)
 - d. Employee Service Award Recognitions (*Estimated Time: 10 Minutes)

2. **Public Hearing - Re: Economic Development Incentive to Greiner Vacuette North America, Inc. in a Total Amount Not to Exceed \$126,464** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Conduct a public hearing

3. **Public Hearing - Re: Draft Union County Comprehensive Transportation Plan (CTP)** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Conduct a public hearing

4. **Informal Comments** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: No action required

5. **Additions, Deletions and/or Adoption of Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Adoption of Agenda

6. **Consent Agenda** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Approve items listed on Consent Agenda

7. **Public Information Officer's Comments** (*Estimated Time: 5 Minutes)

Old Business:

8. **Legislative Issues** (*Estimated Time: 10 Minutes)
 - a. Resolution to Adopt Legislative Positions for the Remainder of the 2009-2010 Session of the North Carolina General Assembly
ACTION REQUESTED: Consider adoption of resolution
 - b. Resolution Opposing the Transfer of Responsibility for Secondary Roads to County Governments

ACTION REQUESTED: Consider adoption of resolution

9. **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; and 6) provide that this action supersedes the action regarding this matter taken on March 15, 2010, which action is hereby rescinded

New Business:

10. **Consider Proclamation Honoring Ms. Elsie Chambers on her 105th Birthday and Proclaiming April 28, 2010 as "Elsie Chambers Day" in Union County** (Estimated Time: 10 Minutes)
ACTION REQUESTED: Adopt proclamation
11. **Request from National Alliance on Mental Illness for Proclamation Proclaiming May as Mental Health Month in Union County** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Adopt proclamation
12. **Update by Presbyterian Hospital Matthews** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: No Action Requested
13. **Draft Rocky River Comprehensive Transportation Plan** (*Estimated Time: 10 Minutes)
a. A Resolution for Adoption of Union County Comprehensive Transportation Plan (Rural Section)
b. Resolution to Reaffirm the Union County Land Use Plan for the Purpose of Adoption of the Union County Comprehensive Transportation Plan (Rural Section)
ACTION REQUESTED: Consider adoption of resolutions
14. **Consideration of Economic Incentive Grant Award - Greiner Vacuette North America, Inc. in a Total Amount Not to Exceed \$126,464** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Consider grant award and authorize the County Manager to approve grant agreement with Greiner Vacuette North America, Inc. with parameters requiring that the company achieve and maintain a net taxable increase in equipment value of at least \$21 million over a three-year period beginning in 2011 and provide up to 85 new jobs over a five-year period beginning in 2010, and to maintain investment levels and jobs created throughout the grant period
15. **Union County Partnership for Progress Quarterly Update** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Receive update

16. **Announcement of Vacancies on Boards and Committees** (*Estimated Time: 10 Minutes)
- a. Adult Care Home Advisory Committee (at least 3 Vacancies)
 - b. Agricultural Advisory Board (3 Vacancies Expiring June 2010)

 - c. Union County Industrial Facilities and Pollution Control Financing Authority (3 vacancies for terms expiring May 2010)
 - d. Juvenile Crime Prevention Council:
 - 1. Substance Abuse Professional
 - e. Nursing Home Advisory Committee (at least 1 Vacancy)
 - f. Parks and Recreation Advisory Committee (1 vacancy for a member with a physical disability and 1 vacancy for a term expiring February 2011)
 - g. Region F Advisory Committee (1 Vacancy for a regular member and 1 vacancy for an alternate member, both as of June 30, 2010)
 - h. Social Services Board (1 Vacancy as of June 2010)
 - i. South Piedmont Community College (SPCC) Board of Trustees as of June 30, 2010

ACTION REQUESTED: Announce vacancies

17. **Appointments to Boards and Committees** (*Estimated Time: 10 Minutes)
- a. Nursing Home Advisory Committee
 - b. Adult Care Home Community Advisory Committee
 - c. Criminal Justice Partnership Program (1 Vacancy for a Member at Large)
 - d. Industrial Facilities and Pollution Control Financing Authority (2 Vacancies for Unexpired Terms Ending in May 2014)
 - e. Home and Community Care Block Grant Advisory Committee (1 Vacancy for an Unexpired Term Ending December 2010)

ACTION REQUESTED: Consider appointments

18. **County Manager's Comments**

19. **Commissioners' Comments**

CONSENT AGENDA
April 19, 2010

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

2. **Tax Administrator**
 - a. Tenth Motor Vehicle Billing in the Grand Total of \$913,283.96
 - b. Ninth Motor Vehicle Refund Register for the Period of March 1, 2010 - March 31, 2010, in the Net Grand Total of \$1,649.77-
 - c. Ninth Motor Vehicle Release Register for the Period of March 1, 2010 - March 31, 2010, in the Net Grand Total of \$7,235.89-
 - d. Releases for March 2010 in the Grand Total of \$51,828.88
 - e. Corrected Releases for February 2010 (approved on March 15, 2010) Adjusting the Grand Total of the Releases from \$68,173.84 to \$67,768.19 for a Decrease of \$405.65**ACTION REQUESTED:** Approve items a-e, above

3. **Contracts/Purchase Orders Over \$20,000**
 - a. Sheriff's Office: Purchase Order to Iron Brigade Armory in the amount for purchase of Universal Night Sights and Mounts (Funding to be taken from Sheriff's Federal Forfeiture Funds)
 - b. Sheriff's Office: Purchase Order to Kopter Supply for Purchase of Rifles
 - c. Agreement with Ernest B. Abbott for Legal and Regulatory Services Regarding FEMA Issues in an Amount Not to Exceed \$16,500
 - d. Purchase Order with Davenport Group: Public Works - for drives, necessary storage and software for installation and backup for software for photographing sewer lines**ACTION REQUESTED:** Authorize Manager to approve Items a-d above, pending legal review

4. **Lease for Office Space for Child Support Enforcement Office**
ACTION REQUESTED: Authorize County Manager to approve lease pending legal review

5. **Sheriff's Office/Jail - Food Service Contract**
ACTION REQUESTED: Authorize the County Manager to send written notice to Aramark Correctional Services, LLC stating that the County is exercising its unilateral right to extend the County's Food Services Agreement under the same terms and conditions for an additional term of one year that will begin on July 1, 2010, and will end on June 30, 2011

6. **Motor Vehicle Tax Refunds for March 2010 in the Amount of \$8,851.84**
ACTION REQUESTED: Approval

7. **Tax Administrator's Monthly Report for February 2010**
ACTION REQUESTED: Approve report

8. **Tax Administrator - Tax Billing and Collection Software Change**
ACTION REQUESTED: Authorize the County Manager to Terminate the Software Support Services component of Union County's Agreement with Manatron, Inc. June 17, 2002, as Amended by Amendments Dated February 23, 2004, April 14, 2004, June 16, 2004, August 31, 2004, July 19, 2006, and December 19, 2008; and 2) Authorize the County Manager to Approve the Billing and Collection Contract with Cox and Company subject to legal review
9. **Athletic Field Use Fee Schedule for Athletic Fields Managed by the Union County Parks and Recreation Department**
ACTION REQUESTED: Approve the Athletic Field Use Fee Schedule
10. **Health Department: Performance-Based Distribution of 2008-2009 Food and Lodging Fees Budget**
ACTION REQUESTED: Adopt Budget Amendment #44 accepting \$15,608.03 from the North Carolina Department of Environment and Natural Resources for Performing 100 Percent of All Required Food and Lodging Establishment Inspections in Union County
11. **Call for Public Hearing Regarding Designating the Stallings United Methodist Church as a Historic Landmark**
ACTION REQUESTED: Call for a Joint Public Hearing with the Union County Historic Preservation Commission regarding the designation of the Stallings United Methodist Church as a Historic Landmark, and direct the Clerk to schedule the hearing at such time as the matter is ready to be heard
12. **Social Services: Piedmont Natural Gas "Share the Warmth" Funds**
ACTION REQUESTED: Adopt Budget Amendment #42 to Accept an Additional State Allocation of \$1,585 in "Share the Warmth" Funds
13. **Resolution Replacing a Member of the Financing Team for Upcoming Bond Related Transactions**
ACTION REQUESTED: Adopt Resolution Replacing a Member of the Financing Team for Upcoming Bond Related Transactions

INFORMATION ONLY - NO ACTION REQUIRED
April 19, 2010

1. Union County Department of Inspections' Monthly Report for March 2010
2. Union County Personnel Department's Monthly Report for March 2010



OFFICE OF THE COMMISSIONERS AND MANAGER

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a special meeting on Monday, April 19, 2010, at 6:30 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) prevent the disclosure of information that is privileged or confidential pursuant to G.S. 153A-98 and G.S. 143-318.10(e), in accordance with G.S. 143-318.11(a)(1).

Kim Rogers, Chairwoman
Union County Board of Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2010

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

SUBJECT: Presentation by the Hospice of Union County

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

ATTACHMENT(S):
none

INFORMATION CONTACT:

Matthew Delk, Assistant Manager
Brett Vines, Public Information

TELEPHONE NUMBERS:

(Delk) 704-283-3656
(Vines) 704-283-3546

DEPARTMENT'S RECOMMENDED ACTION: Receive presentation from Mr. Mike Linker, Executive Director of the Hospice of Union County about the organization and its programs.

BACKGROUND: The mission of Hospice of Union County, Inc. is to provide compassionate, quality care to those suffering life-limiting illnesses, regardless of ability to pay, and to serve as a clinical, ethical and spiritual resource for family members as well as others in our community affected by death and dying. The agency is non-profit.

Hospice care involves health professionals and volunteers who provide medical, psychological, and spiritual support to terminally ill patients and their loved ones. Hospice stresses quality of life by controlling pain and other symptoms so the patient can remain as alert and comfortable as possible. Hospice services are available to persons who can no longer benefit from curative treatment; and the typical patient has a life expectancy of six months or less. Many of the Hospice programs also provide the patients' families with assistance and support.

Hospice Patient & Family Care programs include two Hospice Houses that provide residential hospice care, In-Home Services that provide care at the patient's home, Social Work Services, Spiritual Care, and Bereavement services. The various Hospice programs are provided by full time employees and volunteers, under the oversight of an Executive Director and a volunteer Board of Directors. The administrative offices and residential care facilities are located at 700 West Roosevelt Blvd. in Monroe, and the organization is also licensed to provide in-home hospice care in Union, Anson, Mecklenburg, Stanly and Cabarrus Counties.

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: 4/19/2010

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

SUBJECT: Employee Recognition

DEPARTMENT: Personnel **PUBLIC HEARING:** Choose one....

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

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

5 YEARS OF SERVICE

LISSELL CURRIE
BETHANY GREENE
TYLER MILLS
KAREN CROWDER
PEGGY REDFERN
SHERRY GAMBLE

DEPARTMENT

COMMUNICATIONS
COMMUNICATIONS
SHERIFF'S OFFICE
SOCIAL SERVICES
SOCIAL SERVICES
TRANSPORTATION/NUTRITION

10 YEARS OF SERVICE

JOHN HAHN
ANGELIA JAMES
LORA MCMANUS
DANA PASTORES
PHILIP EVERY
JODY FOWLER-LEMMOND

DEPARTMENT

PUBLIC WORKS
PUBLIC WORKS
PUBLIC WORKS
SOCIAL SERVICES
TAX ASSESSOR
TAX ASSESSOR

20 YEARS OF SERVICE

JEAN HART
LULA MILLS

DEPARTMENT

SHERIFF'S OFFICE
TAX ASSESSOR

25 YEARS OF SERVICE

EDWIN WEBB
AMY MCCOY
RUTH STURDIVANT

DEPARTMENT

SHERIFF'S OFFICE
SOCIAL SERVICES
SOCIAL SERVICES

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a public hearing on Monday, April 19, 2010, beginning at 7:00 p.m. in the Commissioners' Board Room located on the first floor of the Union County Government Center, 500 North Main Street, Monroe, North Carolina, to consider the provision of economic development incentives pursuant to G.S. 158-7.1. The Board of Commissioners intends to consider an incentive grant to Greiner Yacquette North America, Inc. in a total amount not to exceed \$126,464 to be paid in five (5) annual payments as follows: 1) \$31,616 in the year 2013; 2) \$37,014 in the year 2014; 3) \$42,154 in the year 2015; 4) \$10,539 in the year 2016; and 5) \$5,141 in the year 2017. This grant is based on the company's projected total capital investment of \$21,000,000 as follows: a) \$12,000,000 for an expansion to its current building and for an additional building to be constructed in 2010; and b) additional machinery and equipment of \$9,000,000 to be added in the following years: \$3,000,000 in 2011, \$3,000,000 in 2012, and \$3,000,000 in 2013 and the provision of not fewer than 85 additional jobs over a five (5) year period as follows: 10 jobs in year 2010; 21 jobs in year 2011; 20 jobs in year 2012; 17 jobs in year 2013; and 17 jobs in 2014. The company is a manufacturer of plastic test tubes and specialized sample collection products used in the medical and pharmaceutical industry. Based on its projected investment in Union County, the company will pay estimated property taxes on its new taxable investment over the five-year grant period of \$594,311 in property taxes based upon the current tax rate. The proposed grant recipient acknowledges that the incentive grant, if awarded by the Board will serve as inducements to make the indicated capital investments in Union County. The source of funding for the proposed grant is general fund revenues. All interested persons are invited to attend the hearing and present their views. Any person requiring a sign language interpreter, please call (704) 225-8554 and make a request at least 96 hours in advance. Any other special assistance needed by an individual due to a disability under the Americans with Disabilities Act should call (704) 203-3810 and make a request at least 96 hours in advance.
Lynn G. West
County Clerk
Union County
Board of Commissioners
April 2, 2010

**NORTH CAROLINA,
UNION COUNTY**

AGENDA ITEM

2 & 14
MEETING DATE 4-19-10

AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by the law to administer oaths, personally appeared Pat Deese who being first duly sworn, deposes and says: that she is Principal Clerk engaged in the publication of a newspaper known as The Enquirer-Journal, published, issued, and entered as second class mail in the City of Monroe in said County and State; that he/she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Enquirer-Journal on the following dates:

* April 2, 2010 *

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 2 day of April, 2010

Sworn to and subscribed before me, this 2 day of *April 2010

Breck O. Clutz Notary Public

Seal

My commission expires * May 11, 2013 *

Yacquette NC

Inches: 10.25"

Monroe, NC Date: April 2, 2010

Commissioners

Account # 2100167

1921

COST: \$101.99

IN ACCOUNT WITH

THE ENQUIRER-JOURNAL

Post Office Box 5040
500 West Jefferson Street
Monroe, NC 28111-5040

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2010

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

SUBJECT: Comprehensive Transportation Plan for the Rocky River Rural Planning Organization Portion of Union County

DEPARTMENT: Public Works **PUBLIC HEARING:** Yes

<p>ATTACHMENT(S):</p> <ul style="list-style-type: none">1) Recommendations Summary for the Draft Union County CTP2) Summary of Recommendations for Marshville CTP (Adopted by Marshville)3) Draft Union County CTP Maps	<p>INFORMATION CONTACT:</p> <p>Amy Helms, UCPW Reuben Crummy, NCDOT</p> <hr/> <p>TELEPHONE NUMBERS:</p> <p>704-283-3520 919-715-5737</p>
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DEPARTMENT'S RECOMMENDED ACTION: Adopt CTP Maps and Recommendations.

BACKGROUND: The Transportation Planning Branch of the North Carolina Department of Transportation (NCDOT) has prepared the draft Comprehensive Transportation Plan (CTP) for the Rocky River Rural Planning Organization (RRRPO) portion of Union County. This section of Union County is outside of the area covered by the Mecklenburg-Union Metropolitan Planning Organization (MUMPO) and includes the eastern and southern most unincorporated areas of Union County.

The CTP is a long-range, multi-model transportation plan with no fiscal constraints that is used to identify a broad range of improvements for a 25 - 30 year planning period. Highway, public transportation and rail, bicycle, and pedestrian elements are included in the plan with analysis on current and future conditions, deficiencies and recommended improvements which are used by the RRRPO as a basis for project prioritization. This plan is a joint effort between Union County, the RRRPO and NCDOT and will provide an update to the existing Union County 1992 Thoroughfare Plan previously developed by NCDOT for the entire county.

As part of the public process for the CTP, a focus group was created that consisted of staff from RRRPO, NCDOT, Union County, and Marshville, and a representative from Agricultural Extension, Chamber of Commerce, Progress for Partnership, Board of County Commissioners (BOCC), and Union County Public Schools. A kick-off meeting of the focus group was held on November 4, 2008, to discuss the process forward in developing the CTP. Since that time, NCDOT has collected planning and roadway data and developed several maps to be included in

the plan. Also, some public input has been gathered through a transportation survey distributed to the community through Union County email, churches, agricultural groups, and schools.

The Transportation Planning Branch has held public meetings/workshops and incorporated public comments into the CTP. NCDOT is now ready to present the CTP to the BOCC for final adoption. After Union County has adopted the CTP, it will then be brought before the RRRPO for endorsement and the Board of Transportation (BOT) for adoption. According to NC General Statute 136-66.2, Union County must have an updated Land Use Plan (one that has been adopted within the past 5 years) before the BOT can adopt the CTP. If the CTP is not adopted by the BOT, new transportation projects included in the CTP for the RRRPO portion of Union County will be more difficult to fund. Therefore, Union County staff will be requesting the BOCC to re-affirm the previous adoption of the County's current Land Use Plan.

FINANCIAL IMPACT: None.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a public hearing on Monday, April 19, 2010, beginning at 7:05 p.m. in the Commissioners Board Room located on the first floor of the Union County Government Center, 500 North Main Street, Monroe, North Carolina, to receive comments regarding the Draft Union County Comprehensive Transportation Plan (CTP).

The Transportation Planning Branch of the North Carolina Department of Transportation, in cooperation with the Rocky River Rural Planning Organization (RRRPO) is working with the rural portion of Union County and the Town of Marshville to develop a Comprehensive Transportation Plan. This plan will address the long-range transportation needs of Union County.

The goal of the Comprehensive Transportation Plan is to help Union County meet anticipated transportation needs in the most efficient and least damaging manner possible. Planning now for future needs will minimize impacts to homes, businesses, and the environment in the future.

PUBLIC PARTICIPATION IS A CRITICAL ELEMENT OF THE COMPREHENSIVE TRANSPORTATION PLAN

During the public hearing, a presentation of recommendations that have been developed will be made, followed by a formal comment period.

For more information regarding the draft plan, contact Reuben Crummy at 919-715-5737. A copy of the draft plan is available for public inspection in the office of the Clerk to the Board, Union County Government Center, 500 North Main Street, Room 925, Monroe, NC, and online at the County's website at www.co.union.nc.us.

All interested persons are invited to attend the hearing and present their views. Any person requiring a sign language interpreter, please call (704) 225-8554 and make a request at least 96 hours in advance. Any other special assistance needed by an individual due to a disability under the Americans with Disabilities Act should call (704) 283-3810 and make a request at least 96 hours in advance.
April 2, 2010

AGENDA ITEM

3
MEETING DATE 4/19/10

**NORTH CAROLINA,
UNION COUNTY**

AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by the law to administer oaths, personally appeared Pat Deese who being first duly sworn, deposes and says: that she is Principal Clerk engaged in the publication of a newspaper known as The Enquirer-Journal, published, issued, and entered as second class mail in the City of Monroe in said County and State; that he/she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Enquirer-Journal on the following dates:

* April 2, 2010 *

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 2 day of April, 2010

Pat Deese

Sworn to and subscribed before me, this 2 day of *April 2010

Brett P. Clutz

Notary Public

Seal

My commission expires * May 11, 2013 *

Comprehensive Transportation	Inches:	<u>9.00"</u>	
	Monroe, NC	Date:	<u>April 2, 2010</u>
Commissioners	Account #	<u>2100167</u>	
Suite 921	COST:	<u>\$89.55</u>	
12			

IN ACCOUNT WITH

THE ENQUIRER-JOURNAL

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500 West Jefferson Street
Monroe, NC 28111-5040

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

Recommendations Summary for the **Draft Union County CTP**

March 26, 2010

The recommended improvements resulting from the development of the Comprehensive Transportation Plan (CTP) for the rural portion of Union County are represented in this summary. These improvements are needed to enable the Union County transportation system to serve present and anticipated travel desires as this area continues to grow.

Highway Map

Major Improvements

- **US 601 (TIP Project # R-2616)**
US 601 is a Strategic Highway Corridor (SHC) and is designated as an expressway. It is recommended that the facility be widened from two to four lanes from the South Carolina State Line to the planning area boundary with superstreets implemented along the corridor. The anticipated completion date for this project is 04/30/2010.

- **Southern Connector I**
It is recommended that an alignment of state roads (includes existing and new location) form a direct continuous route that links the southwestern portion of Union County to Marshville. The roadways that form this connector are two-lane minor thoroughfares, which include:

NC 522/Ruben Road (SR 2171), West Sandy Ridge Road (SR 2152), Troy Medlin Road (SR 2131), Claude Austin Road (SR 2109), Carl Funderburk Road (SR 1950), L J Whitley Road (SR 1949), Snyders Store Road (SR 1945), Faulks Church Road (SR 1947), and Old Page Land - Marshville Road (SR 1937)

These roads are recommended to be widened to 2-12' lanes with short new location connectors at the following locations:

Ruben Road (SR 2171)/West Sandy Ridge Road (SR 2152); East Sandy Ridge Road (SR 2152)/Troy Medlin Road (SR 2131); Troy Medlin (SR 2131)/Claude Austin Road (SR 2109); Carl Funderburk Road (SR 1950)/Snyders Store Road (SR 1945)

- **Southern Connector II**
It is recommended that an alignment of state roads (includes existing and new location) form a direct continuous route that links the southwestern portion of Union County planning area to Marshville. The roadways that form this connector are two-lane minor thoroughfares, which include:

NC 522/Trinity Church Road (SR 2166), Plyler Mill Road (SR 2146), Trinity Church Road (SR 2153), Jack Davis Road (SR 2125), Hargette Road (SR 1939), Belk Mill Road (SR 1940), and Old Pageland-Marshville (SR 1937)

These roads are recommended to be widened to 2-12' lanes with short new location connectors at the following locations:

Tom Starnes Road (SR 1128)/NC 522/Trinity Church Road (SR 2166); Trinity Church Road (SR 2153)/Jack Davis Road (SR 2125); Jack Davis Road (SR 2125)/Hargette Road (SR 1939)

- **Proposed Grade Separation**

It is recommended that a grade separation be added at the intersection of US 601 and Landsford Road (SR 1005), to allow for large heavy farm equipment to cross over US 601. The proposed grade separation will improve safety and help traffic flow. Local officials adopted a resolution on January 04, 2010 in support of this proposal.

Minor Connectors

- **Old Pageland-Monroe Road (SR 1941) Extension**

It is recommended that Old Pageland-Monroe Road (SR 1941) be extended on new location from Old Pageland-Marshville Road (SR 1937) to Smith Town Road (SR 1915). This extension is recommended to be a 2-lane minor thoroughfare.

- **Pleasant Hill Church Road (SR 1710) Realignment**

Pleasant Hill Church Road is recommended to be realigned on new location to intersect Jerusalem Church Road (SR 1713) near the intersection of NC 218. A 2-lane minor thoroughfare is recommended for this realignment.

Minor Widening Improvements

The following routes are recommended to be widened to 2-12' lanes (with paved shoulders):

- NC 200 – from S. C. State Line to PAB
- NC 522 – from S. C. State Line to PAB
- NC 207 – from S. C. State Line to PAB
- NC 205 – from Stanly County to PAB
- NC 218 – from Anson County to PAB
- NC 742 – from Anson County to Stanly County
- Providence Road (SR 1117) - from S. C. State Line to PAB
- South Potter Road (SR 1137) - from S. C. State Line to PAB
- Gus Eubanks Road (SR 2164) - from S. C. State Line to PAB
- Austin Road (SR 2156) - from S. C. State Line to Griffith Road (SR 2139)
- Griffith Road (SR 2139) - from PAB to PAB
- Stack Road (SR 2115) - from S. C. State Line to PAB

- Old Pageland – Monroe Road (SR 1941) - from PAB to Old Pageland - Marshville Road (SR 1937)
- Old Pageland - Marshville Road (SR 1937) - from S. C. State Line to Belk Mill Road (SR 1940)
- Landsford Road (SR 1005) – from Marshville Town Limits to S. C. State Line
- Smith Town Road (SR 1915) – from Anson County line to Helms Funderburk Road (SR 1930)
- White Store Road (SR 1003) – from Landsford Road (SR 1005) to PAB
- Hamilton Crossroads Road (SR 1741) – from Ansonville Road (SR 1002) to Monroe-Olive Branch Road (SR 1006)
- Ansonville Road (SR 1002) – from Anson County to Hamilton Crossroads Road (SR 1741)
- Marshville-Olive Branch Road (SR 1719) – from Marshville Town Limits to Monroe-Olive Branch Road (SR 1006)
- Monroe-Olive Branch Road (SR 1006) – from the PAB to NC 218
- Jerusalem Church Road (SR 1713) – from NC 218 to new location connecting Pleasant Hill Church Road (SR 1710)
- Pleasant Hill Church Road (SR 1710) new location (extension) connecting Jerusalem Church Road (SR 1713) to St. Timothy Road (SR 1701)
- St. Timothy Road (SR 1701) – from Pleasant Hill Church Road (SR 1710) to NC 742

Recommendations Summary for Revisions

To the Marshville CTP

March 26, 2010

- Old Lawyers Road (SR 1736) Extension
It is recommended that Old Lawyers Road (SR 1736) be extended and connected on new location to Old Lawyers Road (SR 1736) in the MUMPO planning area. This connection is recommended to be a 2-lane minor thoroughfare.
- Stegall Street Connector
It is recommended that Stegall Street be connected on new location from Old Peachland Road (SR 1935) to Olive Branch Road (SR 1719). This connection is recommended to be a 2-lane minor thoroughfare.
- Thomas Helms Road Extension
It is recommended that Thomas Helms Road be extended on new location from Thomas Helms Road (SR 1749) in the MUMPO planning area to Hamilton Road (SR 1741). This extension is recommended to be a 2-lane minor thoroughfare.
- Godwin Street/Franklin Street Connector
It is recommended that Godwin Street connect on new location to Franklin Street. This connector is recommended to be a 2-lane minor thoroughfare.
- Glennie Street Extension
It is recommended that Glennie Street extend on new location to Austin Grove Church Road (SR 1751). This extension is recommended to be a 2-lane minor thoroughfare.
- Austin Road/Lakeview Drive Connector
It is recommended that Austin Road connect on new location to Lakeview Drive. This connection is recommended to be a 2-lane minor thoroughfare.
- Phillip Sanders Road Extension
It is recommended that Phillip Sanders Road be extended on new location to the Hasty Road (SR 1901)/Old Highway 74 (SR 1740) intersection and the US 74. This extension is recommended to be a 2-lane minor thoroughfare.
- Old Pageland-Marshville Road (SR 1937)
It is recommended that Old Pageland-Marshville Road (SR 1937) be widened to 2-12' lanes from proposed new location to Faulks Church Road (SR 1947).

Summary of Recommendations for Marshville CTP

Prepared by Rockne Bryant

US 74

□ **Summary of Need**

US 74 is a Strategic Highway Corridor. US 74 is classified as a Freeway (needs upgrade) in the Strategic Highway Corridor Plan, from the 4-lane divided US 74 east of Marshville and beyond. US 74 is classified as a principal arterial on the Statewide Functional Classification System. There is a need to improve US 74 in order to provide access to the planning area and relieve future traffic congestion. R-4441, Section 1 (Feasibility Study) will need to be implemented within the Marshville CTP in order to preserve "LOS D capacity" along US 74 business through Marshville, NC.

□ **Summary of Purpose**

The primary purpose of this recommendation is to relieve future congestion on US 74 Business by implementing a new location bypass around the town of Marshville. R-4441 is an unfunded project within the 2007-2013 TIP. R-4441 Feasibility Study was completed on 2/19/03. R-4441, Section 1 is a four-lane freeway on new location with a 70-foot grass median. Section 1 begins at the east end of the bypass of Monroe bypass (R-2559) and ends just east of intersection of US 74 with SR 1754 (see R-4441 Feasibility Study). Interchanges are proposed at US 74 (east and west of Marshville) and at SR 1005. Grade Separations are proposed at SR 1901, SR 1902 & at SR 1740. R-4441, the east end of Section 1 will connect to the Monroe bypass (R-2559). Additional Grade Separations may be warranted along the US 74 Business facility.

Roadway Conditions

Existing Characteristics

US 74 serves east-west travel through this area. The speed limit varies from 35 mph to 55mph. The roadway is a five-lane undivided cross-section.

Existing Conditions

2004 (study base year) average daily traffic ranged from 18,000 vpd to 20,000 vpd. "LOS D capacity" of the existing roadway is approximately 29,100 vpd.

Projected Conditions

Traffic and population growth in the area is expected to increase by the year 2030, resulting in increased travel within and through the area. By the year 2030, traffic along US 74 is projected to range from 39,800 vpd to 41,900 vpd, which would exceed "LOS D capacity" in most locations within the town of Marshville.

□ **System Linkages**

Existing Road Networks

With more traffic expected to exceed capacity by the year 2030, US 74 is the only major network road within the planning area boundary that will exceed traffic volume capacity. US 74 carries a considerable amount of truck through traffic.

The average truck percentage along US 74 is 13%. US 74 is a major trucking route, due to the fact that the Charlotte area region has the largest trucking dependency in the southeast region of the United States. Also, US 74 is a tourist route that serves and connects the mountain and coastal resort areas. Implementing a new location bypass around the town of Marshville would improve safety, traffic flow and reduce congestion through the town of Marshville.

□ **Social, Economic, and Environmental Conditions**

Demographics

Based on 2000 US Census data, Marshville had a population of 2,360. By the year 2030 Marshville is expected to have a population of 3,221. Marshville is small working class community that is notable for turkey and agricultural farming, the lumber industry and poultry processing.

Economic Data

No substantial economic expected growth along this roadway.

Environmental

There are no known environmental impacts to threaten endangered species, historic sites, archeological sites or educational facilities in the vicinity of the proposed improvements.

□ **Cost Estimates**

The cost estimate for the proposed improvements is based on implementing an on new location bypass around the town of Marshville. The approximate cost estimate for this recommended facility is \$82,000,000.

□ **Safety Analysis**

The latest safety data was collected during the period of January 1, 2002 to January 1, 2004. During this period there were 22 crashes on the section of US 74 within the Marshville planning area boundary. There were 6 crashes at the US 74 and Elm St. intersection, 7 crashes at the US 74 and White St. intersection and 9 crashes at the US 74 and Main St. intersection.

NC 205

This two-lane 22-foot wide road serves as a north-south route. Currently there are approximately 3,000 vehicles per day. This is expected to increase to approximately 4,500 vehicles per day by the year 2030. It is recommended that this road be widened to 24 feet of pavement to accommodate this future traffic volume.

SR 1751-Austin Grove Church Rd.

This two-lane 18-foot wide road serves as an east-west route to NC 205 and Marshville. Currently there are approximately 1,500 vehicles per day. This is expected to increase to approximately 2,400 vehicles per day by the year 2030. It is recommended that this road be widened to 24 feet of pavement to accommodate this future traffic volume.

SR 1719-Olive Branch Rd.

This two-lane 20-foot wide road serves as a north-south route between Ansonville Rd. (SR 1002) and Old Peachland Rd. (SR 1735). Currently there are approximately 3,200 vehicles per day. This is expected to increase to approximately 5,300 vehicles per day by the year 2030. It is recommended that this road be widened to 24 feet of pavement to accommodate this future traffic volume.

SR 1901-Hasty Rd.

This two-lane 20-foot wide road serves as an east-west route between Old Hwy 74 (SR 1740) and the Marshville Planning Area Boundary. Currently there are approximately 900 vehicles per day. This is expected to increase to approximately 1,300 vehicles per day by the year 2030. It is recommended that this road be widened to 22 feet of pavement to accommodate this future traffic volume.

SR 1005-Lansford Rd.

This two-lane 22-foot wide road serves as a north-south route between US 74 and the Marshville Planning Area Boundary. Currently there are approximately 3,000 vehicles per day. This is expected to increase to approximately 4,700 vehicles per day by the year 2030. It is recommended that this road be widened to 24 feet of pavement to accommodate this future traffic volume.

East and West Main St.

This two-lane 20-foot wide road serves as an east-west radial route for US 74. Currently there are approximately 4,500 vehicles per day. This is expected to increase to approximately 5,500 vehicles per day by the year 2030. It is recommended that this road be widened to 24 feet of pavement to accommodate this future traffic volume.

Old Marshville Road (SR 1937)

It is recommended that this road be connected just before the proposed grade separation on Old Highway 74 (SR 1740).



***Draft Union County Rural
Comprehensive Transportation Plan (CTP)***

Prepared For:

Union County Board of Commissioners

Presented by: Reuben Q. Crummy

April 19, 2010

A Brief Refresher...

What is a CTP?

CTP = Comprehensive Transportation Plan

- *Long-Range multi-modal transportation plan.*
- *Developed cooperatively with NCDOT and the MPO, County and Municipality.*
- *CTP emphasizes incorporating local land use plans and community and statewide goals and objectives (like Strategic Corridors).*
- *CTP meant to be developed concurrently with the LRTP*
- *CTP recommendations are Concepts and any project will go through a rigorous environmental process before final alignments or designs can be determined.*
- *CTP can be used in the same way as Thoroughfare Plan for local land use planning (protection of ROW, etc.)*

What are we discussing today?

Highway Map

- *Major Improvements*
 - *US 601*
 - *Southern Connector I*
 - *Southern Connector II*
 - *Proposed Grade Separation*
- *Minor Connectors*
 - *Old Pageland-Monroe Road (SR 1941)*
 - *Pleasant Hill Church Road (SR 1710)*
- *Minor Widening Improvements*
 - *Approximately 24*
 - *Marshville CTP Planning Area (Old Pageland-Marshville Road (SR 1937))*



What are we discussing today?

Highway Map

- *Revisions to the 2009 Marshville CTP*
 - *Old Lawyers Road (SR 1736) Extension*
 - *Stegall Street Connector*
 - *Thomas Helms Road (SR 1749) Extension*
 - *Godwin Street/Franklin Street Connector*
 - *Glennie Street Extension*
 - *Austin Road/Lakeview Drive Connector*
 - *Phillip Sanders Road Extension*
 - *Old Pageland-Marshville Road (SR 1937)*



Adopted by:

Union County
Date:

Town of Marshville
Date:

NCDOT
Date:

Endorsed by:

Rocky River RPO
Date:

Recommended by:

Transportation Planning Branch
Date:

NOTES:

Mineral Springs
Waxhaw
Weddington

See Mecklenburg-Union MPO
ERTP



Union County
North Carolina
DRAFT

**Comprehensive
Transportation Plan**

Plan date: March 26, 2010

- Sheet 1 Adoption Sheet
- Sheet 2 Highway Map
- Sheet 3 Public Transportation and Rail Map
- Sheet 4 Bicycle Map
- Sheet 5 Pedestrian Map

Legend

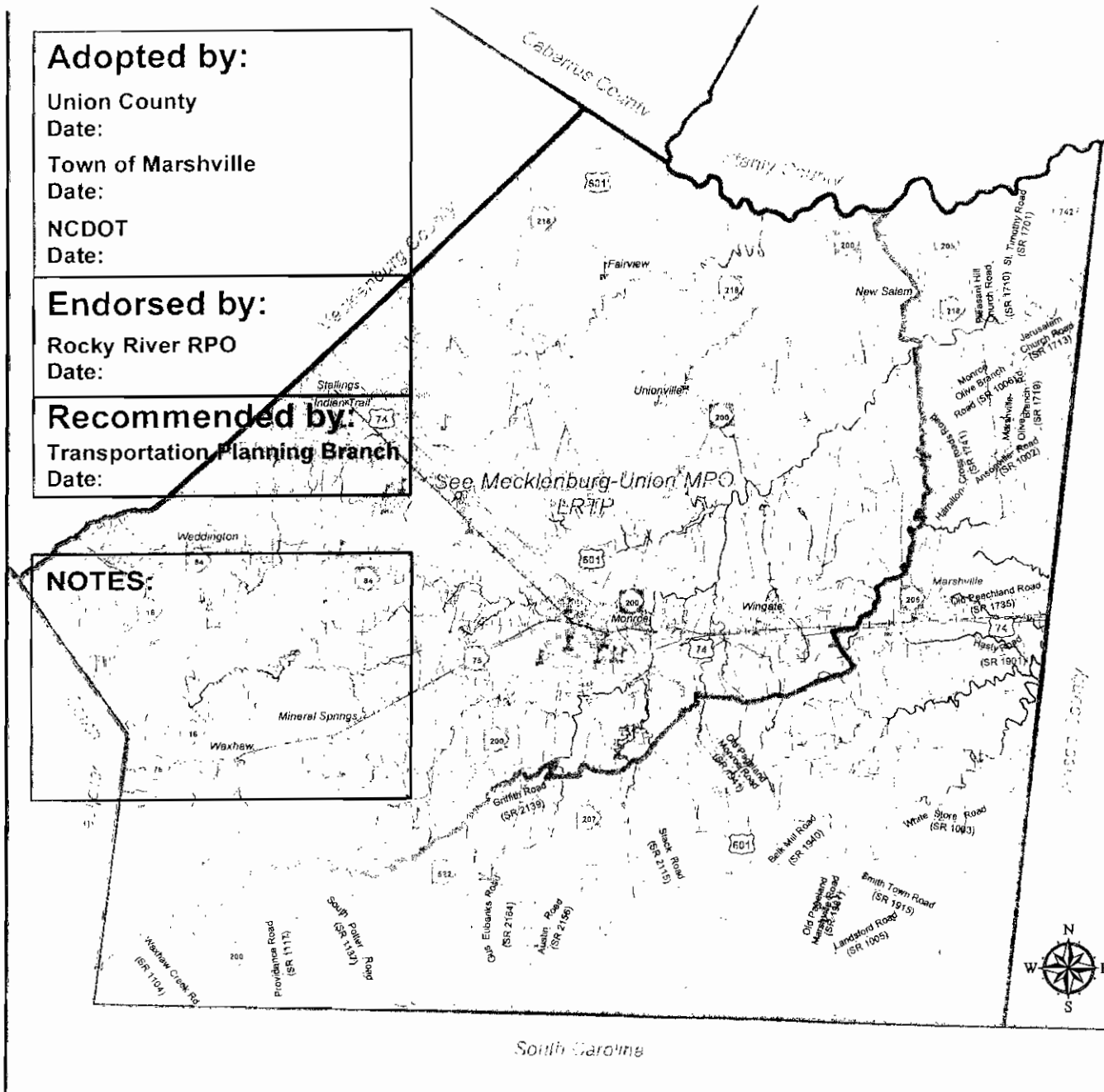
- Schools
- Roads
- Railroads
- Rivers and Streams
- Municipal Boundary
- Planning Boundary
- County Boundary

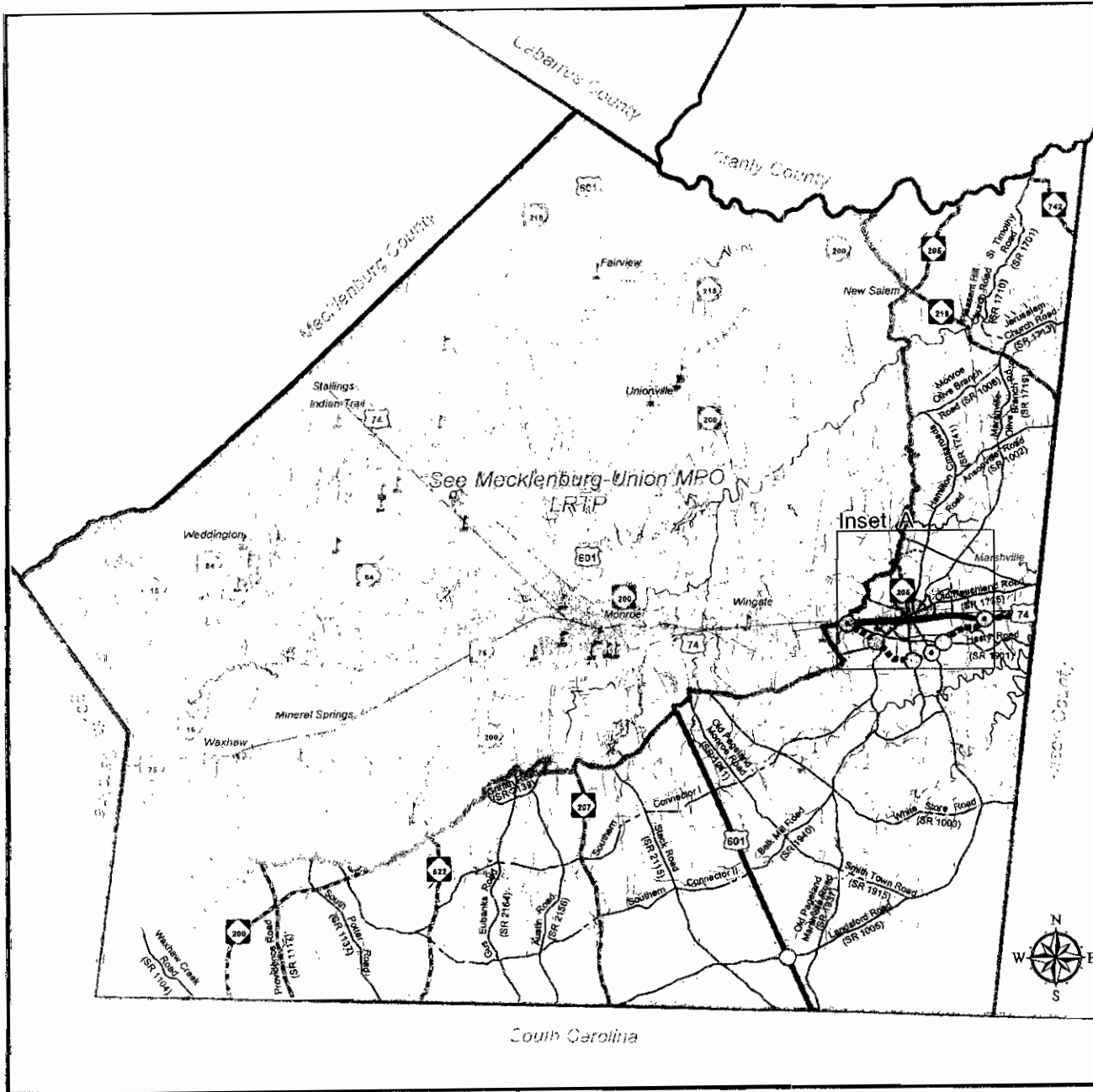
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Sheet 1 of 5

Base map date: September 2009

Refer to CTP document for more details





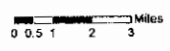
Highway Map



Union County North Carolina DRAFT

Comprehensive Transportation Plan Plan date: March 26, 2010

- Freeways**
 - Existing
 - Needs Improvement
 - Recommended
- Expressways**
 - Existing
 - Needs Improvement
 - Recommended
- Boulevards**
 - Existing
 - Needs Improvement
 - Recommended
- Other Major Thoroughfares**
 - Existing
 - Needs Improvement
 - Recommended
- Minor Thoroughfares**
 - Existing
 - Needs Improvement
 - Recommended
- Existing Interchange
- Proposed Interchange
- Existing Grade Separation
- Proposed Grade Separation

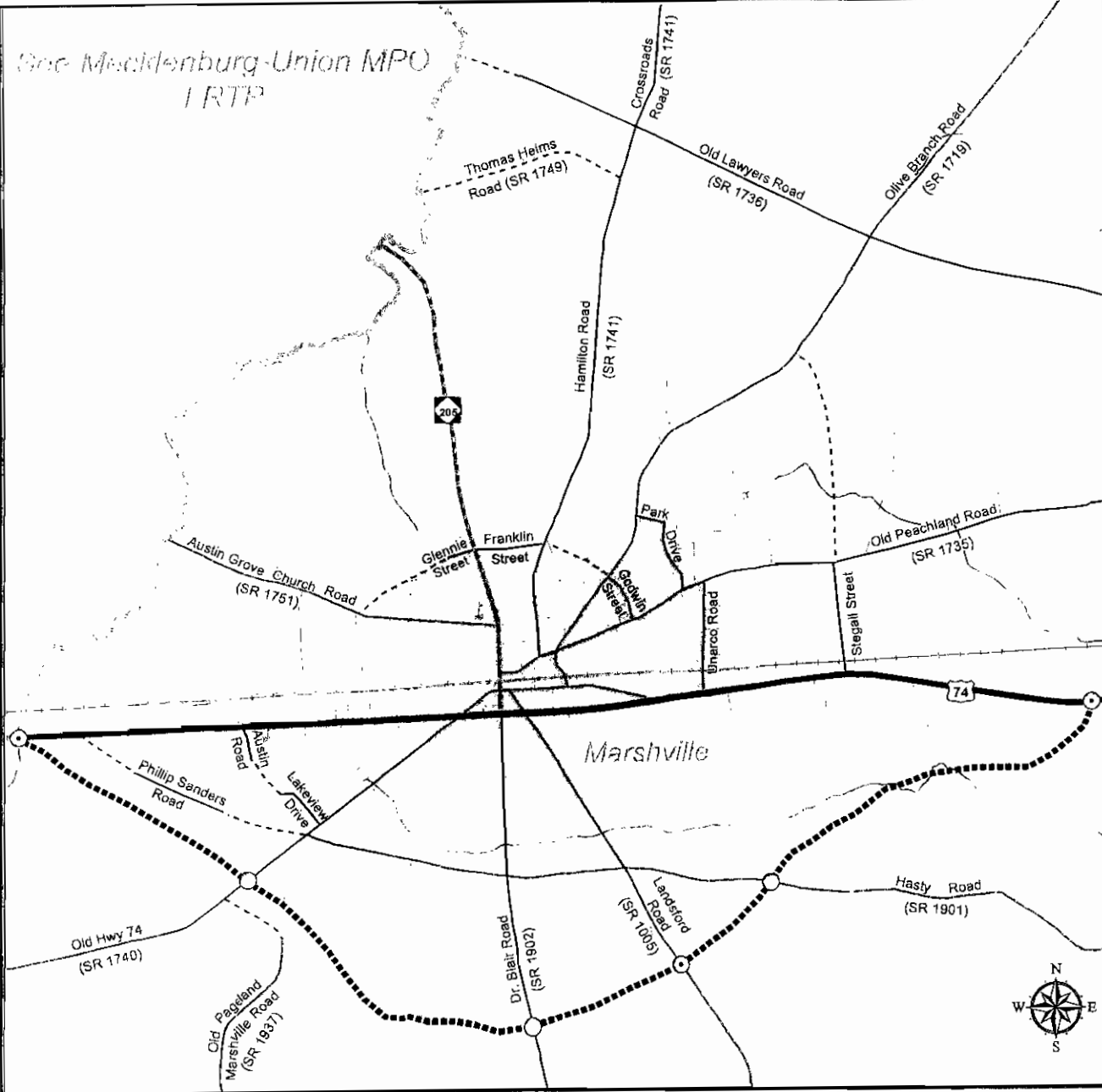


Sheet 2 of 5

Base map date: September 2009

Refer to CTP document for more details

Greene-Mecklenburg-Union MPO
LRTP



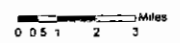
Highway Map
Inset A



Union County
North Carolina
DRAFT

**Comprehensive
Transportation Plan**
Plan date: March 26, 2010

- Freeways**
 - Existing
 - Needs Improvement
 - Recommended
- Expressways**
 - Existing
 - Needs Improvement
 - Recommended
- Boulevards**
 - Existing
 - Needs Improvement
 - Recommended
- Other Major Thoroughfares**
 - Existing
 - Needs Improvement
 - Recommended
- Minor Thoroughfares**
 - Existing
 - Needs Improvement
 - Recommended
- Existing Interchange
- Proposed interchange
- Existing Grade Separation
- Proposed Grade Separation



Sheet 2A of 5

Base map date: September 2009

Refer to CTP document for more details



Public Transportation and Rail Map



Union County North Carolina **DRAFT** Comprehensive Transportation Plan

Plan date: March 26, 2010

Bus Routes

- Existing
- Needs Improvement
- Recommended

Fixed Guideway

- Existing
- Needs Improvement
- Recommended

Operational Strategies

- Existing
- Needs Improvement
- Recommended

Rail Corridor

- Active
- Inactive
- Recommended

High Speed Rail

- Existing
- Recommended

Rail Stops

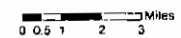
- Existing
- Recommended

Intermodal Connector

- Existing
- Recommended

Park and Ride

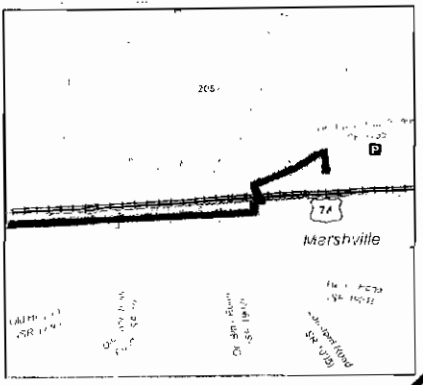
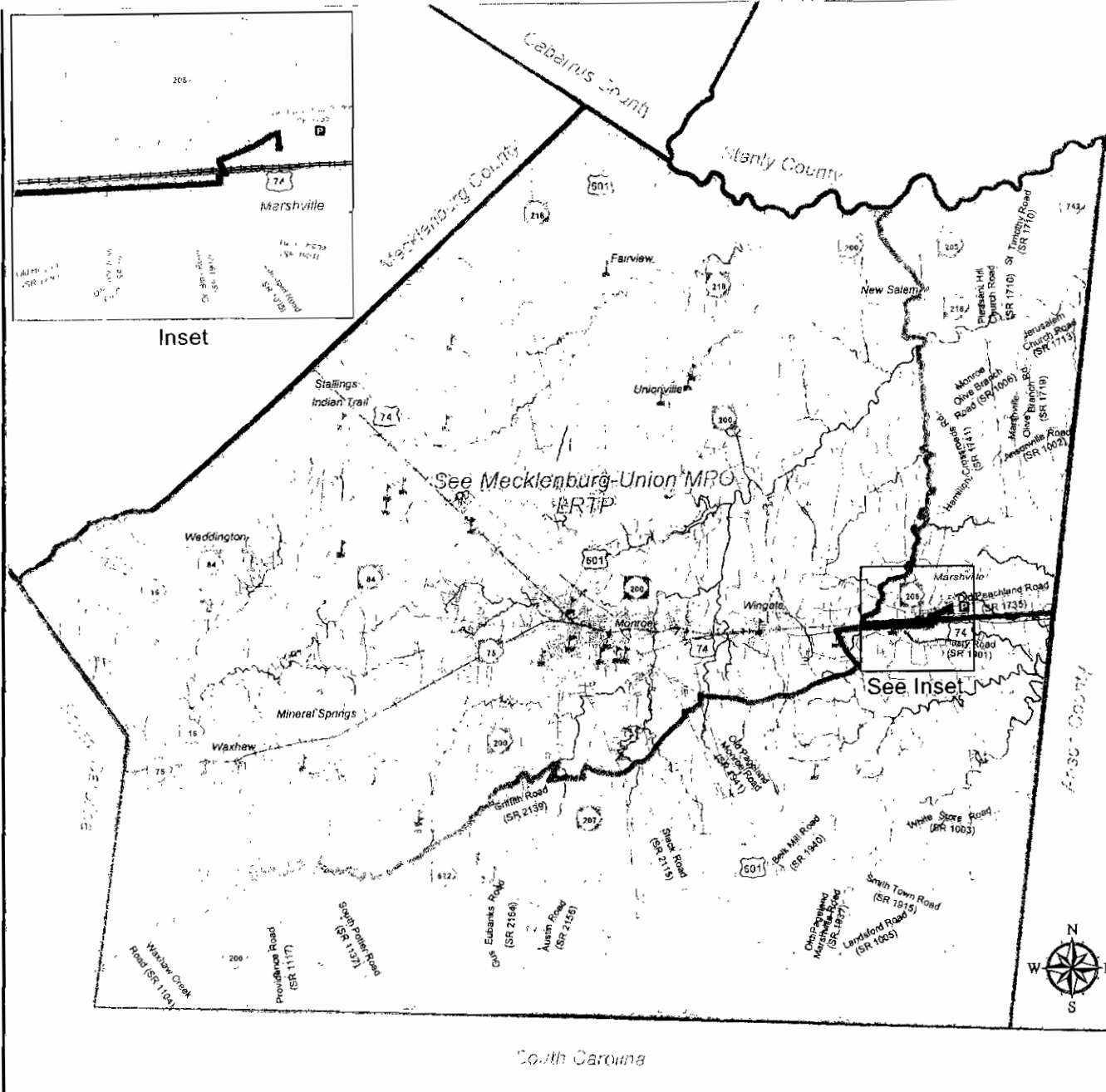
- Existing
- Recommended



Sheet 3 of 5

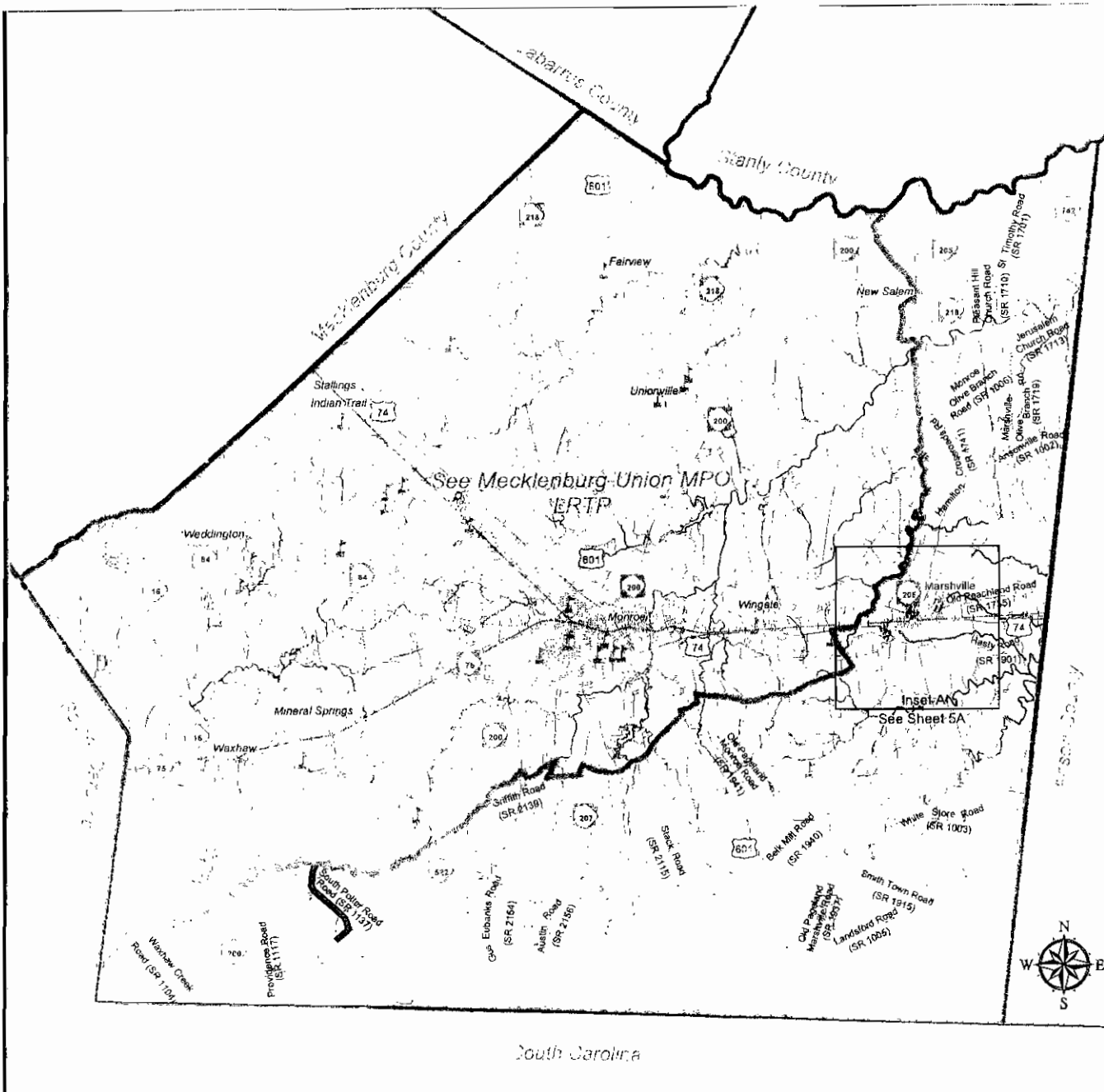
Base map date: September 2009

Refer to CTP document for more details



Inset

South Carolina



Bicycle Map



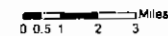
Union County
North Carolina

DRAFT

Comprehensive Transportation Plan

Plan date: March 26, 2010

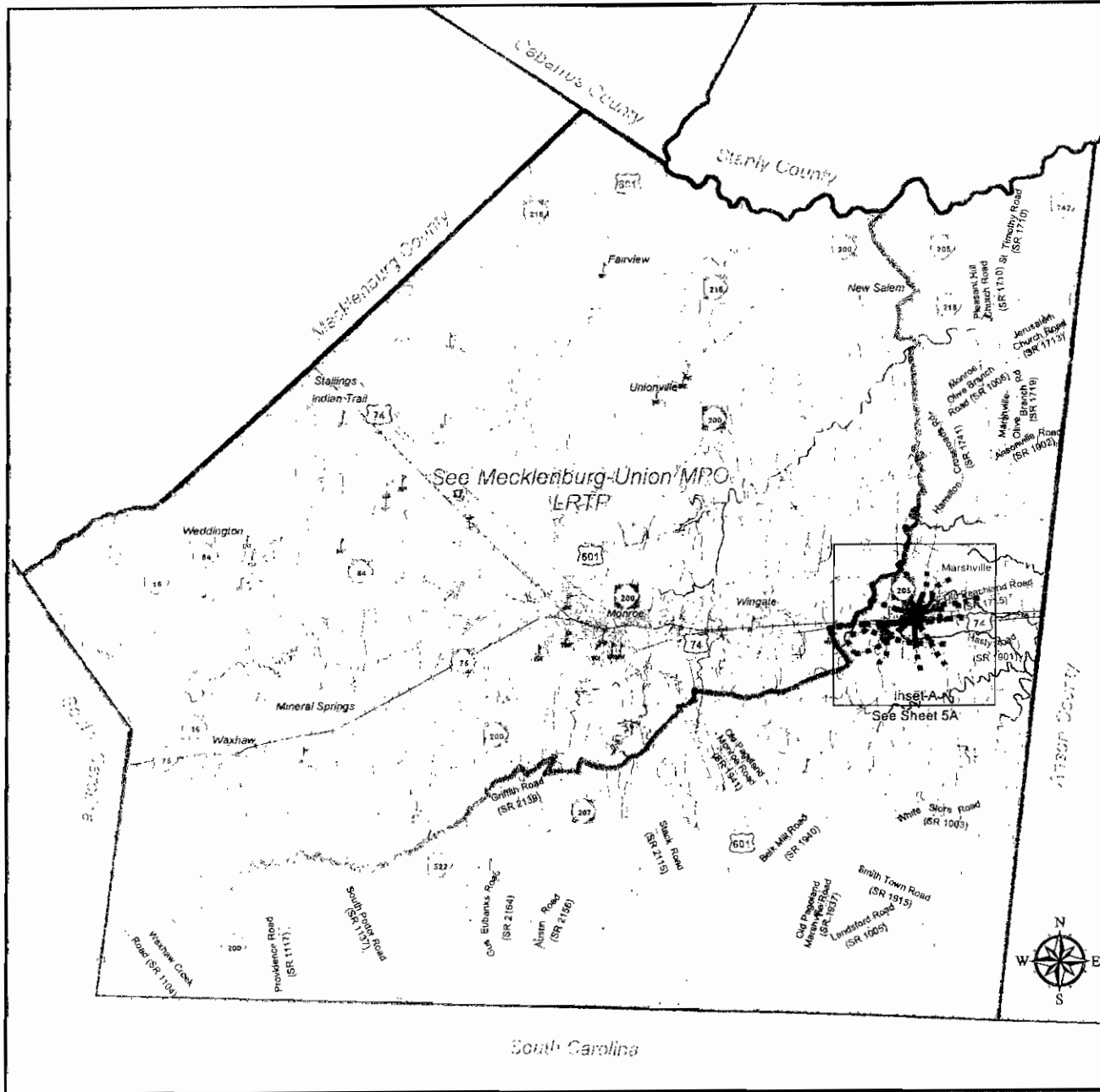
- On-road**
- Existing
 - Needs Improvement
 - Recommended
- Off-road**
- Existing
 - Needs Improvement
 - Recommended
- Multi-Use Paths**
- Existing
 - Needs Improvement
 - Recommended
- Grade Separations**
- Existing Grade Separation
 - Proposed Grade Separation



Sheet 4 of 5

Base map date: September 2009

Refer to CTP document for more details



Pedestrian Map



Union County
North Carolina

DRAFT
Comprehensive
Transportation Plan

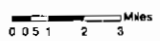
Plan date: March 26, 2010

- On-road**
- Existing
 - - - Needs Improvement
 - Recommended

- Off-road**
- Existing
 - - - Needs Improvement
 - Recommended

- Multi-Use Paths**
- Existing
 - - - Needs Improvement
 - Recommended

- Existing Grade Separation
- Proposed Grade Separation



Sheet 5 of 5

Base map date: September 2009

Refer to CTP document for more details



Pedestrian Map
Inset A

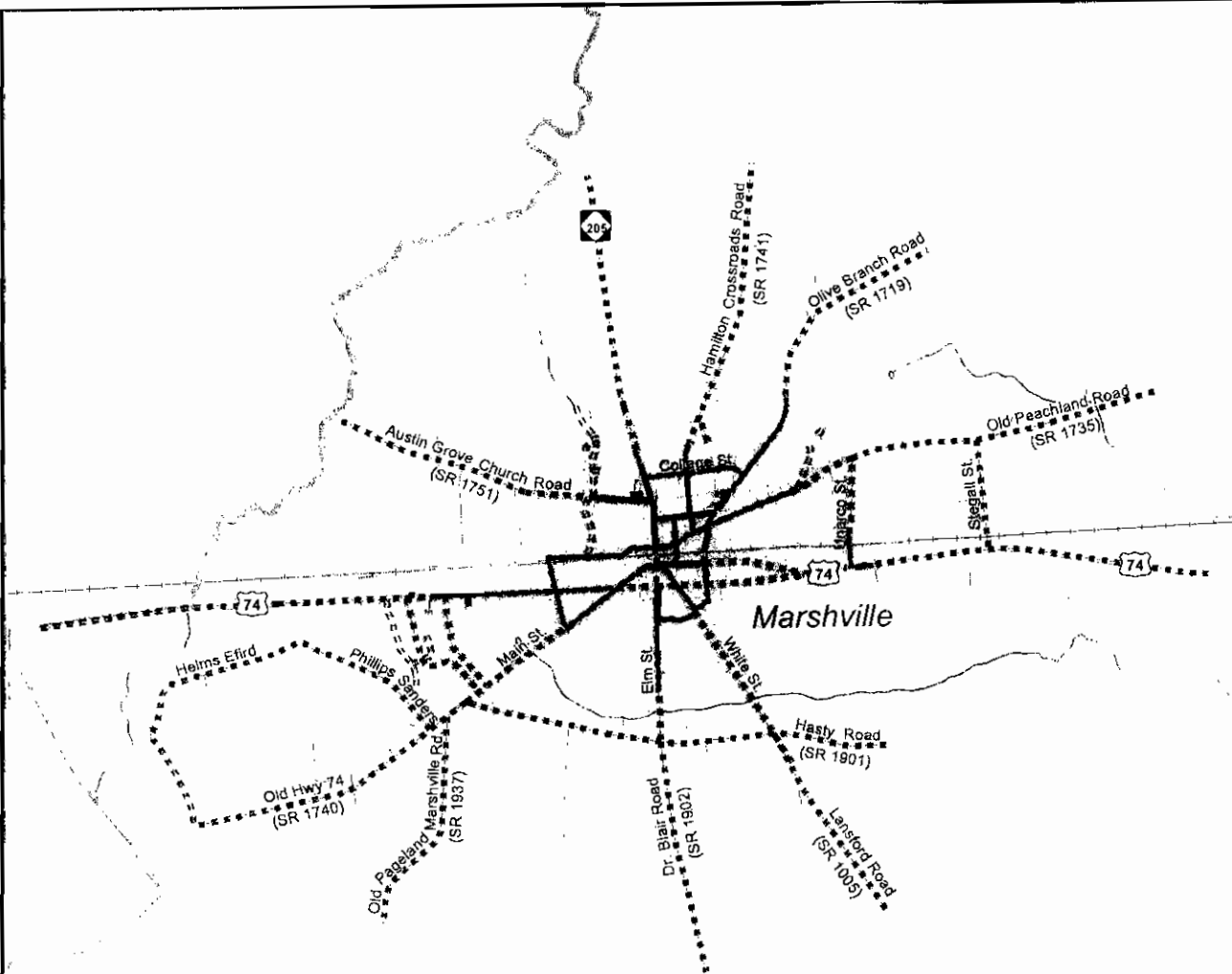


Union County
North Carolina

DRAFT

**Comprehensive
Transportation Plan**

Plan date: March 26, 2010



On-road
 Existing
 Needs Improvement
 Recommended

Off-road
 Existing
 Needs Improvement
 Recommended

Multi-Use Paths
 Existing
 Needs Improvement
 Recommended

Existing Grade Separation
 Proposed Grade Separation

Miles
 0 0.5 1 2 3

Sheet 5A of 5

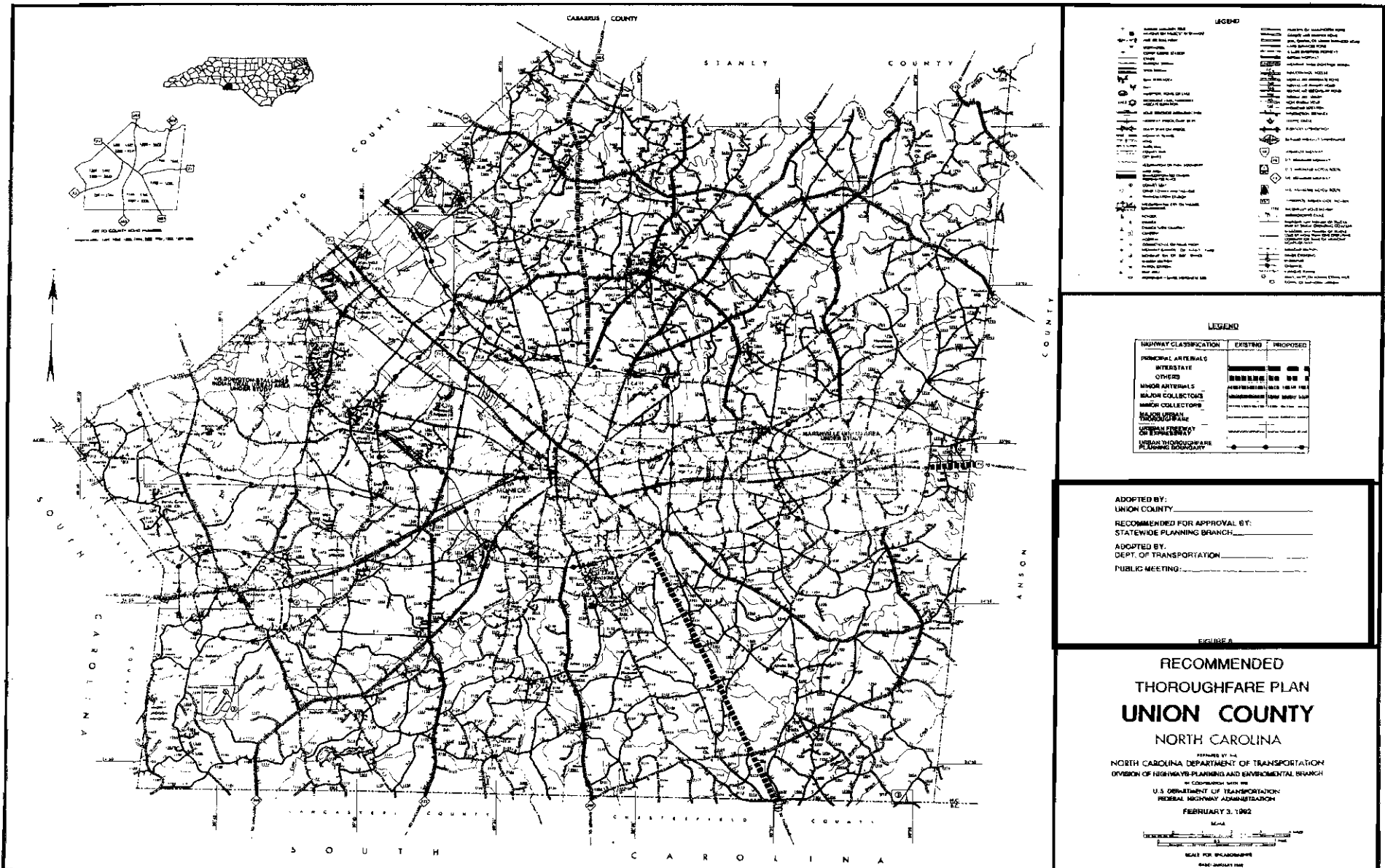
Base map date: September 2009

Refer to CTP document for more details



Previous Study Union County

- A Thoroughfare Plan, not Comprehensive Transportation Plan
- Has not been adopted (see red block below)



Questions?

Contacts:

Reuben Q. Crummy

Transportation Engineer

NCDOT Transportation Planning Branch

919.715.5737 ext. 64

rcrummy@ncdot.gov

Jamal S. Alavi, PE

Metrolina Planning Group Supervisor

NCDOT Transportation Planning Branch

919.715.5737

jalavi@ncdot.gov



**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 19 April 2010

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

SUBJECT: Recommended Legislative Positions

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

ATTACHMENT(S):
Proposed Board Resolution
14 Municipal Resolutions

INFORMATION CONTACT:
Matthew Delk, Asst. Manager

TELEPHONE NUMBERS:
704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Approve the attached Resolution, and direct staff to distribute copies to Union County municipalities, The Governor's Office, and to the Union County Legislative Delegation.

BACKGROUND: The attached Resolution is the result of a series of meetings and communications between the clerks, managers, staff, and elected officials of the various local governments in Union County. The list was initially compiled by various local government leaders, who attempted to reflect issues of importance that were mutually agreeable to all Union County local governments. The list was presented at the October 15, 2009 Joint Special Meeting with the Mayors-Commissioners Issues Conference (MCIC), and was again discussed during the November 16, 2009 Board meeting.

Those involved in this process recognized that this is an effective tool for communicating our wishes to the Union County Legislative Delegation. Based on last year's process, each municipality voted on their own resolutions, and sent copies to County staff. All fourteen municipal resolutions are attached in the order that they were approved.

The attached resolutions contain several variations. First, Hemby Bridge addressed the "Diverse Funding for Local Governments" position differently. That Resolution contained the position "To protect authorized sources of revenue".

Second, the annexation position was addressed differently by Marvin and Indian Trail. Marvin's Resolution contained the position "Support municipal authority to annex", and Indian Trail did not include anything about this position.

Third, the position concerning the protection of local authority to enact moratoriums was not included in Indian Trail's Resolution.

Fourth, the Board instructed staff to include a position requesting that State elected leaders respect the local process established by Commissioners to determine the composition, terms, and governance style of the Union County Board of Commissioners. Marshville, Wingate, Hemby Bridge, Monroe, and Unionville did not include this position in their resolutions.

Last, Waxhaw included a new position, "To allow municipalities to continue to offer broadband services."

State elected officials convene for the short session of the 2009-10 General Assembly on Wednesday, May 12, 2010. If the County Board of Commissioners approves a Resolution, then all 15 resolutions will be given to the Union County Legislative Delegation, the Governor's office, the Association of County Commissioners, the League of Municipalities, and will be posted on the Union County website.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**RESOLUTION TO ADOPT LEGISLATIVE POSITIONS FOR THE
REMAINDER OF THE 2009-2010 SESSION OF THE NORTH CAROLINA
GENERAL ASSEMBLY**

THAT WHEREAS, the clerks, managers, staff and elected leaders of Union County developed a list of legislative positions for Union County local governments for the short session of the 2009-2010 North Carolina General Assembly, and

WHEREAS, the fourteen municipal bodies approved resolutions regarding issues important to Union County local governments as well as local governments across North Carolina, and

WHEREAS, the Union County Board of Commissioners, after careful consideration, declare the following positions:

- **Collective Bargaining** – Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.
- **Transportation Infrastructure Funding** – Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.
- **Mental Health** – Continue to protect State resources for the provision of mental health, developmental disability, and substance abuse services, particularly for local crisis services, that are available to all State citizens.
- **State Budget** – Recognize that municipalities and counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.
- **Diverse Funding for Local Governments** – Authorize local governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.
- **Monroe Bypass Funding** – Protect funding sources and appropriations for the planned Monroe Bypass Project.
- **Annexation** – Support municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted.

- Moratoriums – Oppose legislation that would make it more difficult for local governments to enact moratoriums.
- Union County Governance – Respect the local process established by the Union County Commissioners to determine the composition, terms, and governance style of the Union County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the Union County Board of Commissioners hereby adopts this list of legislative positions for the remainder of the 2009-2010 Session of the North Carolina General Assembly.

BE IT FURTHER RESOLVED that a copy of this Resolution will be forwarded to all municipal governments in Union County, to Governor Beverly Perdue, to the members of the Union County Legislative Delegation, to the North Carolina Association of County Commissioners, and to the North Carolina League of Municipalities.

Adopted this 19th Day of April, 2010.

Attest:

Lynn West, Clerk to the Board
Union County Board of Commissioners

Kim Rogers, Chairwoman
Union County Board of Commissioners

**VILLAGE OF LAKE PARK
RESOLUTION TO ADOPT LEGISLATIVE POSITIONS FOR THE 2010 SHORT
SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY**

THAT WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County Municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and

WHEREAS, after discussion with county and municipal elected officials, the list of legislative positions include the following:

- Collective Bargaining – Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.**
- Transportation Infrastructure Funding – Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.**
- Mental Health – Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens.**
- State Budget – Recognize that municipalities and counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.**
- Diverse Funding for Local Governments – Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.**
- Monroe Bypass Funding – Protect funding sources and appropriations for the planned Monroe Bypass Project.**
- Annexation – Support municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted.**
- Moratoriums – Oppose legislation that would make it more difficult for local governments to enact moratoriums.**

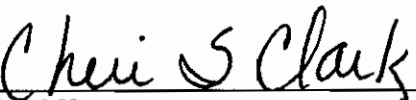
- Union County Commission Governance – Ask State elected leaders to respect the local process established by the Union County Commissioners to determine the composition, terms, and governance style of the Union County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the VILLAGE OF LAKE PARK hereby adopts this list of legislative positions for the 2010 Short Session of the North Carolina General Assembly.

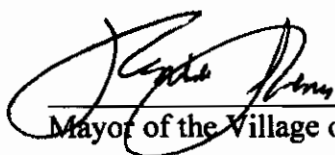
BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the other Municipal governments in Union County, to the Clerk to the Board of Union County, to Governor Beverly Perdue, and to the members of the Union County Legislative Delegation.

Adopted this 8th day of December, 2009.

Attest:


CLERK




Mayor of the Village of Lake Park

TOWN OF MINERAL SPRINGS

RESOLUTION TO ADOPT LEGISLATIVE POSITIONS FOR THE 2010 SHORT SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY

R-2009-10

THAT WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County Municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and

WHEREAS, after discussion with county and municipal elected officials, the list of legislative positions include the following:

- **Collective Bargaining** – Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.
- **Transportation Infrastructure Funding** – Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.
- **Mental Health** – Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens.
- **State Budget** – Recognize that municipalities and counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.
- **Diverse Funding for Local Governments** – Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.
- **Monroe Bypass Funding** – Protect funding sources and appropriations for the planned Monroe Bypass Project.
- **Annexation** – Support municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted.
- **Moratoriums** – Oppose legislation that would make it more difficult for local governments to enact moratoriums.

- Union County Commission Governance – Ask State elected leaders to respect the local process established by the Union County Commissioners to determine the composition, terms, and governance style of the Union County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Mineral Springs hereby adopts this list of legislative positions for the 2010 Short Session of the North Carolina General Assembly.


BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the other Municipal governments in Union County, to the Clerk to the Board of Union County, to Governor Beverly Perdue, and to the members of the Union County Legislative Delegation.

ADOPTED this the 10th day of December, 2009.



Frederick Becker III, Mayor

Attest:


Vicky A. Brooks, CMC, Town Clerk

**RESOLUTION TO ADOPT LEGISLATIVE POSITIONS FOR THE 2010
SHORT SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY**

RESOLUTION 2009-13

THAT WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County Municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and

WHEREAS, after discussion with county and municipal elected officials, the list of legislative positions includes the following:

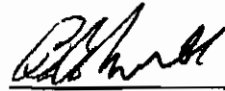
- **Collective Bargaining** - Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.
 - **Transportation Infrastructure Funding** - Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.
 - **Mental Health** - Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens.
 - **State Budget** - Recognize that municipalities and counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.
 - **Diverse Funding for Local Governments** - Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.
 - **Monroe Bypass Funding** - Protect funding sources and appropriations for the planned Monroe Bypass Project.
 - **Annexation** - Support municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted.
-

- Moratoriums - Oppose legislation that would make it more difficult for local governments to enact moratoriums.

NOW, THEREFORE, BE IT RESOLVED that the Wingate Board of Commissioners hereby adopts this list of legislative positions for the 2010 Short Session of the North Carolina General Assembly.

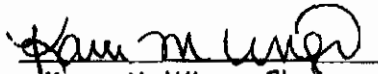
BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the other Municipal governments in Union County, to the Clerk to the Board of Union County, to Governor Beverly Perdue, and to the members of the Union County Legislative Delegation.

Adopted this 15th day of December, 2009.



Bill G. Braswell, Mayor

Attest:


Karen M. Wingo, Clerk

**RESOLUTION TO ADOPT LEGISLATIVE POSITIONS FOR THE 2010 SHORT
SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY**

THAT WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County Municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and

WHEREAS, after discussion with county and municipal elected officials, the list of legislative positions include the following:

- **Collective Bargaining – Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.**
- **Transportation Infrastructure Funding – Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.**
- **Mental Health – Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens.**
- **State Budget – Recognize that municipalities and counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.**
- **Diverse Funding for Local Governments – Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.**
- **Monroe Bypass Funding – Protect funding sources and appropriations for the planned Monroe Bypass Project.**
- **Annexation – Support municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted.**
- **Moratoriums – Oppose legislation that would make it more difficult for local governments to enact moratoriums.**
- **Union County Commission Governance – Ask State elected leaders to respect the local process established by the Union County Commissioners to determine the composition, terms, and governance style of the Union County Board of Commissioners.**

NOW, THEREFORE, BE IT RESOLVED that the Town of Fairview hereby adopts this list of legislative positions for the 2010 Short Session of the North Carolina General Assembly.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the other Municipal governments in Union County, to the Clerk to the Board of Union County, to Governor Beverly Perdue, and to the members of the Union County Legislative Delegation.

Adopted this DATE. *DECEMBER 21, 2009*

Attest:

Jan Carter

CLERK

Elizabeth B. Long, Mayor

CHIEF ELECTED OFFICIAL
Town of Fairview

Town of Marshville

R-2010-01

RESOLUTION TO ADOPT LEGISLATIVE POSITIONS FOR THE 2010 SHORT SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY

THAT WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County Municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and


WHEREAS, after discussion with county and municipal elected officials, the list of legislative positions includes the following:

- **Collective Bargaining** - Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.
- **Transportation Infrastructure Funding** - Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.
- **Mental Health** - Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens.
- **State Budget** - Recognize that municipalities and counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.
- **Diverse Funding for Local Governments** - Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.
- **Monroe Bypass Funding** - Protect funding sources and appropriations for the planned Monroe Bypass Project.
- **Annexation** - Support municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted.
- **Moratoriums** - Oppose legislation that would make it more difficult for local governments to enact moratoriums.

NOW, THEREFORE, BE IT RESOLVED that the Marshville Town Council hereby adopts this list of legislative positions for the 2010 Short Session of the North Carolina General Assembly.

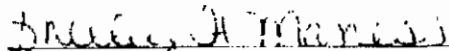
BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the other Municipal governments in Union County, to the Clerk to the Board of Union County, to Governor Beverly Perdue, and to the members of the Union County Legislative Delegation.

Adopted this 4th day of January, 2010.

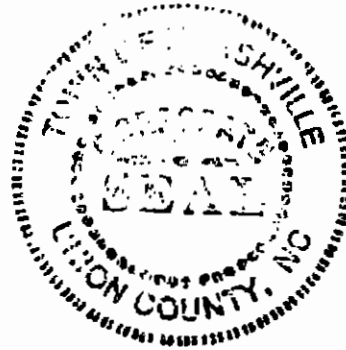


Franklin D. Deese, Mayor

Attest:



Shelley H. Maness, Town Clerk



**RESOLUTION TO ADOPT LEGISLATIVE POSITIONS FOR THE 2010 SHORT
SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY.**

THAT WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County Municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and

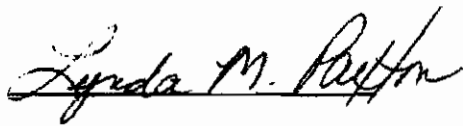
WHEREAS, after discussion with county and municipal officials, the list of legislative positions include the following:

- **Collective Bargaining-** Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.
- **Transportation Infrastructure Funding-** Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.
- **Mental Health-** Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens.
- **State Budget-** Recognize that municipalities and counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.
- **Diverse Funding for Local Governments-** Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.
- **Monroe Bypass Funding-** Protect funding sources and appropriations for the planned Monroe Bypass Project.
- **Annexation-** Support municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted.
- **Moratoriums-** Oppose legislation that would make it more difficult for local governments to enact moratoriums.
- **Union County Commission Governance-** Ask State elected leaders to respect the local process established by the Union County Commissioners to determine the composition, terms, and governance style of the Union County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the TOWN OF STALLINGS hereby adopts this list of legislative positions for the 2010 Short Session of the North Carolina General Assembly.

BE IT FURTHER RESLOVED that a copy of this Resolution be forwarded to the other Municipal governments in Union County, to the Clerk to the Board of Union County, to Governor Beverly Perdue, and to the members of the Union County Legislative Delegation.

Adopted on this the 11th day of January, 2010



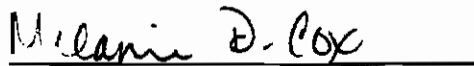
Lynda M. Paxton, Mayor

Attest:



Lynell S. Hillhouse, Interim Town Clerk

Approved as to form:



Perry, Bundy, Plyler & Long, LLP



RS-2010-01-01

**RESOLUTION TO ADOPT LEGISLATIVE POSITIONS FOR THE
2010 SHORT SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY**

WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and

WHEREAS, after discussion with county and municipal elected officials, the list of legislative positions include the following:

- **Collective Bargaining – Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.**
- **Transportation Infrastructure Funding – Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.**
- **Mental Health – Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens.**
- **State Budget – Recognize that municipalities and counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.**
- **Diverse Funding for Local Governments – Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.**
- **Monroe Bypass Funding – Protect funding sources and appropriations for the planned Monroe Bypass Project.**
- **Annexation – Support municipal authority to annex.**
- **Moratoriums – Oppose legislation that would make it more difficult for local governments to enact moratoriums.**
- **Union County Commission Governance – Ask State elected leaders to respect the local process established by the Union County Commissioners to determine the composition, terms, and governance style of the Union County Board of Commissioners.**

NOW THEREFORE, BE IT RESOLVED that the Village of Marvin Council hereby adopts this list of legislative positions for the 2010 Short Session of the North Carolina General Assembly.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the other Municipal governments in Union County, to the Clerk of the Board of Union County, to Governor Beverly Purdue, and to the members of the Union County Legislative Delegation.

Adopted this 12th day of January 2010.


Nicholas R. Dispenziere, Mayor Pro Tem

Attest:


Melody A. Graham, Clerk





Town of
INDIAN TRAIL
north carolina

**RESOLUTION TO ADOPT LEGISLATIVE POSITIONS FOR THE 2010 SHORT
SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY
R10012-1**

THAT WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County Municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and

WHEREAS, after discussion with county and municipal elected officials, the list of legislative positions include the following:

- **Collective Bargaining - Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.**
- **Transportation Infrastructure Funding - Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.**
- **Mental Health - Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens.**
- **State Budget - Recognize that municipalities and counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.**
- **Diverse Funding for Local Governments - Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.**
- **Monroe Bypass Funding - Protect funding sources and appropriations for the planned Monroe Bypass Project.**


- Union County Commission Governance – Ask State elected leaders to respect the local process established by the Union County Commissioners to determine the composition, terms, and governance style of the Union County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the Indian Trail Town Council hereby adopts this list of legislative positions for the 2010 Short Session of the North Carolina General Assembly.

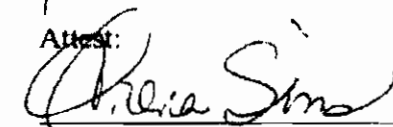
BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the other Municipal governments in Union County, to the Clerk to the Board of Union County, to Governor Beverly Perdue, and to the members of the Union County Legislative Delegation.

Adopted this 12th day of January, 2010.



APPROVED:


Mayor John J. Quinn

Attest:


Trena Sims, Interim Town Clerk



TOWN OF
WEDDINGTON

1924 Weddington Road • Weddington, North Carolina 28104

**TOWN OF WEDDINGTON
RESOLUTION TO ADOPT LEGISLATIVE POSITIONS FOR THE 2010 SHORT SESSION OF
THE NORTH CAROLINA GENERAL ASSEMBLY
R-2010-04**

THAT WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County Municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and

WHEREAS, after discussion with county and municipal elected officials, the list of legislative positions include the following:

WHEREAS, the list included the proposed legislative positions:

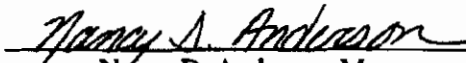
- **Collective Bargaining** – Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.
- **Transportation Infrastructure Funding** – Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.
- **Mental Health** – Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens.
- **State Budget** – Recognize that Municipalities and Counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.
- **Diverse Funding for Local Governments** – Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.
- **Monroe Bypass Funding** – Protect funding sources and appropriations for the planned Monroe Bypass Project.
- **Annexation** – Support municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted.

- **Moratoriums** – Oppose legislation that would make it more difficult for local governments to enact moratoriums.
- **Union County Commission Governance** – Ask State elected leaders to respect the local process established by the Union County Commissioners to determine the composition, terms, and governance style of the Union County Board of Commissioners.


NOW, THEREFORE, BE IT RESOLVED that the Town of Weddington hereby adopts this list as our legislative positions for the 2010 Short Session of the North Carolina General Assembly.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the other municipal governments in Union County, to the Clerk to the Board of Union County, to Governor Beverly Perdue, and to the members of the Union County Legislative Delegation.

Adopted this 14th day of January, 2010.


Nancy D. Anderson, Mayor

Attest:


Amy S. McCollum, Town Clerk

**RESOLUTION 2010-02 TO ADOPT LEGISLATIVE POSITIONS FOR THE 2010
SHORT SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY**

THAT WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County Municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and

WHEREAS, after discussion with county and municipal elected officials, the list of legislative positions include the following:

- **Collective Bargaining** – Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.
- **Transportation Infrastructure Funding** – Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.
- **Mental Health** – Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens.
- **State Budget** – Recognize that municipalities and counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.
- **Diverse Funding for Local Governments** – Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.
- **Monroe Bypass Funding** – Protect funding sources and appropriations for the planned Monroe Bypass Project.
- **Annexation** – Support municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted.
- **Moratoriums** – Oppose legislation that would make it more difficult for local governments to enact moratoriums.
- **Union County Commission Governance** – Ask State elected leaders to respect the local process established by the Union County Commissioners to determine the composition, terms, and governance style of the Union County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the Village of Wesley Chapel Council hereby adopts this list of legislative positions for the 2010 Short Session of the North Carolina General Assembly.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the other Municipal governments in Union County, to the Clerk to the Board of Union County, to Governor Beverly Perdue, and to the members of the Union County Legislative Delegation.

Adopted this 19th day of January, 2010.

Attest:

Cheryl Bennett

Cheryl Bennett, Clerk

Brad Horvath

Mayor Brad Horvath

**RESOLUTION 2010-02 TO ADOPT LEGISLATIVE POSITIONS FOR THE 2010
SHORT SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY**

THAT WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County Municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and

WHEREAS, after discussion with county and municipal elected officials, the list of legislative positions include the following:

- **Collective Bargaining – Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.**
- **Transportation Infrastructure Funding – Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.**
- **Mental Health – Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens.**
- **State Budget – Recognize that municipalities and counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.**
- **Diverse Funding for Local Governments – To protect authorized sources of revenue.**
- **Monroe Bypass Funding – Protect funding sources and appropriations for the planned Monroe Bypass Project.**
- **Annexation – Support municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted.**
- **Moratoriums – Oppose legislation that would make it more difficult for local governments to enact moratoriums.**

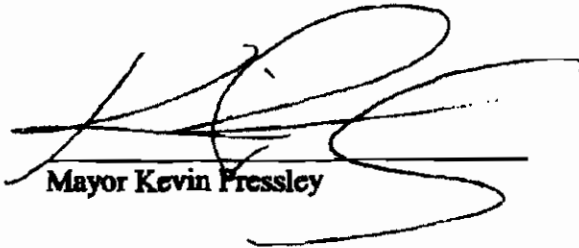
NOW, THEREFORE, BE IT RESOLVED that the Town of Hemby Bridge Board of Aldermen hereby adopts this list of legislative positions for the 2010 Short Session of the North Carolina General Assembly.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the other Municipal governments in Union County, to the Clerk to the Board of Union County, to Governor Beverly Perdue, and to the members of the Union County Legislative Delegation.

Adopted this 21st day of January, 2010.

Attest:


Cheryl Bennett, Clerk


Mayor Kevin Pressley



**RESOLUTION TO ADOPT LEGISLATIVE POSITIONS FOR THE 2010 SHORT
SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY
R-2010-08**

THAT WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County Municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and

WHEREAS, after discussion with county and municipal elected officials, the list of legislative positions include the following:

WHEREAS, the list included the proposed legislative positions:

- **Collective Bargaining** – Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction;
- **Transportation Infrastructure Funding** – Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance;
- **Mental Health** – Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens;
- **State Budget** – Recognize that Municipalities and Counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments;
- **Diverse Funding for Local Governments** – Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues;
- **Monroe Bypass Funding** – Protect funding sources and appropriations for the planned Monroe Bypass Project;
- **Annexation** – Support municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted;
- **Moratoriums** – Oppose legislation that would make it more difficult for local governments to enact moratoriums;

NOW, THEREFORE, BE IT RESOLVED that the City of Monroe hereby adopts this list as our legislative positions for the 2010 Short Session of the North Carolina General Assembly.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the other municipal governments in Union County, to the Clerk to the Board of Union County, to Governor Beverly Perdue, and to the members of the Union County Legislative Delegation.

Adopted this 2nd day of February, 2010.

Attest:


Bobby G. Kilgore, Mayor


Bridgette H. Robinson, City Clerk





2010-02-02

RESOLUTION TO ADOPT LEGISLATIVE POSITIONS FOR THE 2010 SHORT SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY

THAT WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County Municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and

WHEREAS, after discussion with county and municipal elected officials, the list of legislative positions include the following:

- **Collective Bargaining – Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.**
- **Transportation Infrastructure Funding – Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.**
- **Mental Health – Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens.**
- **State Budget – Recognize that municipalities and counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.**
- **Diverse Funding for Local Governments – Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.**

- **Monroe Bypass Funding – Protect funding sources and appropriations for the planned Monroe Bypass Project.**
- **Annexation – Support municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted.**
- **Moratoriums – Oppose legislation that would make it more difficult for local governments to enact moratoriums.**
- **Union County Commission Governance – Ask State elected leaders to respect the local process established by the Union County Commissioners to determine the composition, terms, and governance style of the Union County Board of Commissioners.**
- **To allow municipalities to continue to offer broadband services.**

NOW, THEREFORE, BE IT RESOLVED that the **Town of Waxhaw** hereby adopts this list of legislative positions for the 2010 Short Session of the North Carolina General Assembly.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the other Municipal governments in Union County, to the Clerk to the Board of Union County, to Governor Beverly Perdue, and to the members of the Union County Legislative Delegation.

Adopted this 9th day of February 2010.


Daune Gardner, Mayor

Attest:



Bonnie B. McManus, Town Clerk



**TOWN OF UNIONVILLE
RESOLUTION TO ADOPT LEGISLATIVE POSITIONS FOR THE 2010
SHORT SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY**

THAT WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County Municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and

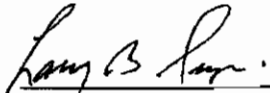
WHEREAS, after discussion with county and municipal elected officials, the list of legislative positions include the following:

- **Collective Bargaining** – Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.
- **Transportation Infrastructure Funding** – Protect all state-collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and Counties for transportation funding and maintenance.
- **Mental Health** – Continue to protect State Resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Service, particularly for local crisis services, that are available to all State citizens.
- **State Budget** – Recognize that Municipalities and Counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state-collected locally shared revenues for local governments.
- **Diverse Funding for Local Governments** – Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.
- **Monroe Bypass Funding** – Protect funding sources and appropriations for the planned Monroe Bypass Project.
- **Annexation** – Support Municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted.
- **Moratoriums** – Oppose legislation that would make it more difficult for local governments to enact moratoriums.

NOW, THEREFORE, BE IT RESOLVED that the **TOWN OF UNIONVILLE** hereby adopts this list as our legislative positions for the 2010 Short Session of the North Carolina Assembly.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the other municipal governments in Union County, to the Clerk to the Board of Union County, to Governor Beverly Perdue, and to the members of the Union County Legislative Delegation.

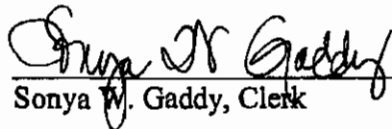
Adopted this 15th day of February, 2010.



Larry B. Simpson, Mayor



Attest:



Sonya M. Gaddy, Clerk

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 19 April, 2010

Action Agenda Item No. 86
(Central Admin. use only)

SUBJECT: Resolution Opposing the Transfer of Responsibility for Secondary Roads to County Governments

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

ATTACHMENT(S):
Proposed Resolution
Chart of Current Annual Costs for
Maintaining Secondary Roads in
Union County

INFORMATION CONTACT:
Matthew Delk, Assistant Manager

TELEPHONE NUMBERS:
704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Approve Resolution Opposing the Transfer of Responsibility for Secondary Roads to County Governments

BACKGROUND: In recent years, key State Government Leaders have openly discussed the possibility of shifting the Secondary Road Maintenance Program from the Department of Transportation to county governments. In North Carolina, secondary roads have been historically maintained, improved, and funded by the State. In Union County, the State currently maintains over 1,415 miles of secondary roads at a current annual cost of \$9.9 Million.

Other states, particularly South Carolina, maintain a system of secondary roads and support facilities, such as ditching, drainage, and stormwater infrastructure to support those roads. In those states, there are varied levels of service delivered, depending on the resources and needs of the individual County. Economically, a locally funded road system is very regressive, in that rural, agricultural based counties typically have a smaller property tax base and population to support a proportionally large secondary road system, as compared to urban counties.

At this point, it is unknown whether there will be enough political traction at the state level to make this shift. Due to the enormous financial and program impacts that will be felt at the county level, the Association of County Commissioners is encouraging County officials to stay in front of the issue, and to consider resolutions that express the County's viewpoint.

FINANCIAL IMPACT: The financial impact of an unfunded mandate would vary, based on whether the State transferred only financial responsibility (currently \$9.9 Million annually) or if the State transferred overall responsibility and management of the program (estimated \$15

Million annually for the first ten years). These estimates are further based on the level of service required, and whether or not the County would also assume the responsibility for support infrastructure and facilities.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**RESOLUTION OPPOSING THE TRANSFER OF THE SECONDARY ROAD
PROGRAM TO COUNTY GOVERNMENTS**

THAT WHEREAS, since 1931, the State of North Carolina has provided a quality program for building, improving, and maintaining interstate, primary, and secondary roads, and

WHEREAS, Union County Government has no experience, facilities, equipment, or financial resources to assume responsibility for those transportation functions that have been traditionally provided by the State of North Carolina, and

WHEREAS, S758 (Transfer Secondary Roads to Counties) was filed in 2009 and, if enacted, would require counties to assume maintenance costs for secondary roads, and a 2007 Justification Review by the General Assembly's Fiscal Research Division recommended that Trust Funds designated for secondary roads be redirected to the state's strategic or highest priority roads, resulting in a system whereby county officials would bear taxing responsibility for a program that would offer little accountability to those same county officials, and

WHEREAS, 1,415 miles of secondary roads require maintenance, resurfacing, paving, and other enhancements in Union County, currently requiring an estimated \$9.9 million annually with no additional program enhancements, and

WHEREAS, if the State transferred the overall management and oversight of this program to Union County, additional funds would be required from the public in order for the County to initially procure equipment, skilled employees and management, maintenance facilities, legal and administrative support; resulting in a much more expensive program overall for the first 10 years of Union County's management of the secondary road system, and

WHEREAS, the Union County Board of Commissioners share the same budget pressures that face the State of North Carolina, and additional mandates, programs, or funding requirements will reduce the County's ability to properly fund and manage traditional county services, such as public safety, public utilities, and education.

THEREFORE BE IT RESOLVED that the Union County Board of Commissioners strongly opposes transferring responsibility for funding and/or managing the Secondary Road Program from the State and the Department of Transportation to county governments.

BE IT FURTHER RESOLVED that a copy of this Resolution will be forwarded to all municipal governments in Union County, to Governor Beverly Perdue, to the members of

the Union County Legislative Delegation, to the North Carolina Association of County Commissioners, and to the North Carolina League of Municipalities.

Adopted this 19th Day of April, 2010.

Attest:

Lynn West, Clerk to the Board
Union County Board of Commissioners

Kim Rogers, Chairwoman
Union County Board of Commissioners

County	Paved Secondary Road Miles	Unpaved Secondary Road Miles	Total Secondary Road Miles	One cent property tax at 100%	Total maintenance/resurfacing 08-09	Tax increase required for road maintenance	Total Hwy Fund and Highway Trust Fund 08-09 for paving and enhancements	Tax increase needed for paving/enhancements	Total maintenance/resurfacing	Total increase needed for maintenance/enhancements
Hertford	307.84	22.19	330.03	\$120,202	\$2,132,061	\$0.177	\$474,534	\$0.039	\$2,606,595	\$0.217
Hoke	411.65	10.43	422.08	\$219,130	\$2,375,473	\$0.108	\$523,791	\$0.024	\$2,899,264	\$0.132
Hyde	156.94	32.63	189.57	\$107,838	\$1,133,936	\$0.105	\$813,277	\$0.075	\$1,947,213	\$0.181
Iredell	1211.85	98.02	1309.87	\$2,038,700	\$6,634,303	\$0.033	\$4,666,365	\$0.023	\$11,300,668	\$0.055
Jackson	355.48	106.83	462.31	\$1,107,483	\$2,049,621	\$0.019	\$1,075,810	\$0.010	\$3,125,431	\$0.028
Johnston	1374.39	27.25	1401.64	\$1,134,164	\$7,052,330	\$0.062	\$2,084,305	\$0.018	\$9,136,635	\$0.081
Jones	230.08	16.58	246.66	\$71,047	\$1,491,588	\$0.210	\$399,799	\$0.056	\$1,891,387	\$0.266
Lee	400.63	14.19	414.82	\$469,200	\$2,793,802	\$0.060	\$809,662	\$0.017	\$3,603,464	\$0.077
Lenoir	590.61	35.69	626.30	\$380,000	\$3,852,585	\$0.101	\$1,525,522	\$0.040	\$5,378,107	\$0.142
Lincoln	642.52	11.99	654.51	\$853,859	\$4,203,832	\$0.049	\$1,005,660	\$0.012	\$5,209,492	\$0.061
Macon	461.24	115.17	576.41	\$912,300	\$2,351,718	\$0.026	\$1,246,186	\$0.014	\$3,597,904	\$0.039
Madison	428.48	102.82	531.30	\$187,087	\$2,388,936	\$0.128	\$1,529,321	\$0.082	\$3,918,257	\$0.209
Martin	382.79	33.73	416.52	\$170,902	\$2,400,998	\$0.140	\$1,206,395	\$0.071	\$3,607,393	\$0.211
McDowell	420.64	33.43	454.07	\$305,547	\$2,617,720	\$0.086	\$682,849	\$0.022	\$3,300,569	\$0.108
Mecklenburg	707.79	15.81	723.60	\$10,020,000	\$10,596,983	\$0.011	\$972,925	\$0.001	\$11,569,908	\$0.012
Mitchell	205.70	38.00	243.70	\$151,584	\$1,176,849	\$0.078	\$645,652	\$0.043	\$1,822,501	\$0.120
Montgomery	479.14	43.97	523.11	\$215,027	\$2,662,511	\$0.124	\$1,165,085	\$0.054	\$3,827,596	\$0.178
Moore	835.42	58.95	894.37	\$1,164,000	\$5,697,570	\$0.049	\$2,297,535	\$0.020	\$7,995,105	\$0.069
Nash	799.35	21.98	821.33	\$689,100	\$4,485,690	\$0.065	\$1,411,286	\$0.020	\$5,896,976	\$0.086
New Hanover	368.79	1.34	370.13	\$3,365,872	\$2,931,326	\$0.009	\$441,396	\$0.001	\$3,372,722	\$0.010
Northampton	417.70	30.12	447.82	\$186,660	\$2,879,577	\$0.154	\$674,939	\$0.036	\$3,554,516	\$0.190
Onslow	622.99	14.42	637.41	\$1,189,860	\$4,350,024	\$0.037	\$963,684	\$0.008	\$5,313,708	\$0.045
Orange	680.37	31.48	711.85	\$1,536,912	\$4,672,556	\$0.030	\$1,098,261	\$0.007	\$5,770,817	\$0.038
Pamlico	196.46	26.41	222.87	\$136,000	\$1,311,162	\$0.096	\$1,048,969	\$0.077	\$2,360,131	\$0.174
Pasquotank	259.24	20.64	279.88	\$330,507	\$1,609,170	\$0.049	\$413,239	\$0.013	\$2,022,409	\$0.061
Pender	496.31	38.52	534.83	\$476,191	\$2,789,663	\$0.059	\$902,773	\$0.019	\$3,692,436	\$0.078
Perquimans	271.04	14.20	285.24	\$172,088	\$1,607,642	\$0.093	\$648,154	\$0.038	\$2,255,796	\$0.131
Person	528.70	47.27	575.97	\$384,000	\$3,451,110	\$0.090	\$2,048,397	\$0.053	\$5,499,507	\$0.143
Pitt	792.24	61.69	853.93	\$1,137,477	\$4,640,371	\$0.041	\$2,331,131	\$0.020	\$6,971,502	\$0.061
Polk	331.25	31.25	362.50	\$262,273	\$1,517,933	\$0.058	\$585,199	\$0.022	\$2,103,132	\$0.080
Randolph	1402.27	87.78	1490.05	\$1,010,000	\$8,439,200	\$0.084	\$4,432,824	\$0.044	\$12,872,024	\$0.127
Richmond	615.10	37.20	652.30	\$285,900	\$3,374,069	\$0.118	\$1,241,499	\$0.043	\$4,615,568	\$0.161
Robeson	1364.20	69.48	1433.68	\$530,000	\$7,964,836	\$0.150	\$1,918,576	\$0.036	\$9,883,412	\$0.186
Rockingham	873.62	110.89	984.51	\$601,100	\$6,330,342	\$0.105	\$3,743,364	\$0.062	\$10,073,706	\$0.168
Rowan	993.60	43.45	1037.05	\$1,191,123	\$5,747,953	\$0.048	\$1,754,817	\$0.015	\$7,502,770	\$0.063
Rutherford	868.67	62.02	930.69	\$591,770	\$4,826,592	\$0.082	\$2,250,681	\$0.038	\$7,077,273	\$0.120
Sampson	1190.43	23.45	1213.88	\$342,500	\$5,866,609	\$0.171	\$1,695,792	\$0.050	\$7,562,401	\$0.221
Scotland	424.31	28.38	452.69	\$196,176	\$2,355,507	\$0.120	\$637,343	\$0.032	\$2,992,850	\$0.153
Stanly	689.43	31.12	720.55	\$423,600	\$3,840,821	\$0.091	\$1,716,521	\$0.041	\$5,557,342	\$0.131
Stokes	706.95	70.32	777.27	\$361,296	\$3,621,838	\$0.100	\$2,831,552	\$0.078	\$6,453,390	\$0.179
Surry	900.09	62.93	963.02	\$533,600	\$5,187,465	\$0.097	\$3,063,000	\$0.057	\$8,250,465	\$0.155
Swain	157.76	38.24	196.00	\$125,396	\$950,028	\$0.076	\$439,395	\$0.035	\$1,389,423	\$0.111
Transylvania	263.57	41.00	304.57	\$582,000	\$1,532,822	\$0.026	\$567,562	\$0.010	\$2,100,384	\$0.036
Tyrrell	126.27	20.73	147.00	\$48,953	\$888,696	\$0.182	\$414,191	\$0.085	\$1,302,887	\$0.266
Union	1385.81	29.87	1415.68	\$2,307,578	\$7,800,823	\$0.034	\$2,118,959	\$0.009	\$9,919,782	\$0.043

UNION COUNTY
BOARD OF COMMISSIONERS

AGENDA ITEM
9
MEETING DATE 4/19/10

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

Description

Description

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

DEBIT

CREDIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	
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<u>10540500-5510</u>	<u>Equipment</u>	<u>154,676</u>	<u>10559209-5711</u>	<u>Debt Service</u>	<u>121,676</u>
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<u> </u>	<u> </u>	<u> </u>	<u>10540500-5265</u>	<u>Computer Equipment</u>	<u>33,000</u>
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	Total	<u>154,676</u>		Total	<u>154,676</u>
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Prepared By aar

Posted By

Date

Number 41

Agenda Management Software

Company	First Year Costs	With Granicus	Total First Year Cost	Yearly Maintenance	Yearly AV Streaming	Total Yearly Costs after first Year
Sire	\$ 71,534		\$ 71,534	\$ 5,799	\$ 4,800	\$ 10,599
Novusolutions	\$ 47,500		\$ 47,500	\$ 3,800	\$ 13,140	\$ 16,940
OnBase	\$ 182,276	51,571	\$ 233,847	\$ 12,444	\$ 12,924	\$ 25,368
*MCCI	\$ 45,075	*	\$ 45,075	\$ 19,757	*	\$ 19,757
Provox	\$ 47,711		\$ 47,711	\$ 12,312	\$ 9,540	\$ 21,852

Five year costs

Company	Sire	Novusolutions	OnBase	*MCCI	Provox
Total Costs First Year	\$ 71,534	\$ 47,500	\$ 233,847	\$ 45,075	\$ 47,711
Yearly Maint x 4	\$ 23,196	\$ 15,200	\$ 49,776	\$ 79,028	\$ 49,248
Yearly Video Hosting x 4	\$ 19,200	\$ 52,560	\$ 51,696	*	\$ 38,160
Total Costs for 5 years	\$ 113,930	\$ 115,260	\$ 335,319	\$ 124,103	\$ 135,119

* MCCI costs do NOT include minutes/video

HARDWARE/SOFTWARE

AV Server	\$ 4,609.00	On state contract.
6 Windows Server Standard	\$ 3,514.00	On state contract.
3 Single Proc SQL	\$ 13,896.00	On state contract.
Visio Standard	\$ 171.00	On state contract.
Storage	\$ 49,952.00	Sole source. We will be adding disks to the existing storage, therefore we must purchase the existing storage company's disks.
Clark Powell	\$1,000	Estimate. Services by Clark Powell to make video connection to their hardware.
TOTAL	\$ 73,142.00	

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 \$

AGENDA ITEM
11
MEETING DATE 4-19-10

MAY AS MENTAL HEALTH MONTH

2010

BY THE UNION COUNTY BOARD OF COMMISSIONERS

A PROCLAMATION

WHEREAS, severe mental illnesses such as schizophrenia, bipolar disorder, major depression, obsessive-compulsive disorder, severe anxiety disorders, borderline personality disorder, and post-traumatic stress disorders affect a total of 6% of North Carolina's adult population each year; and

WHEREAS, North Carolina's Local Management Entities (LME) served a total of 96,296 children and 145,572 adults with severe mental illnesses in 2009 making mental illness more common than cancer, diabetes, and heart disease; and

WHEREAS, at least 30 to 40% of Iraq veterans, or about half a million people, will face a serious psychological wound, including depression, anxiety, or PTSD while less than 40% of these troops are getting treated.

WHEREAS, the best treatments for serious mental illnesses today are highly effective with 70-90% of individuals having a significant reduction of symptoms and improved quality of life with a combination of pharmacological and psychosocial treatments and supports; and

WHEREAS, Citizens of North Carolina should work together to help fight the stigma surrounding mental illness and discrimination from societal prejudice

NOW, THEREFORE BE IT RESOLVED, that the Union County Board of Commissioners does hereby proclaim the month of May, as "MENTAL HEALTH MONTH" in UNION COUNTY to increase public awareness of severe mental illnesses and their treatments that can result in recovery.

Adopted this 19th day of April, 2010.

ATTEST:

Lynn G. West, Clerk to the Board

Kim Rogers, Chairwoman

When a loved one develops a mental illness, his or her family members and friends are often overwhelmed with concern, confusion, and fear. What do we do? Where can we go for help? Does anyone understand how we feel? It isn't always easy to find answers. NAMI Union County can help. We provide support, education, and advocacy for consumers (those who have a mental illness) and for their families and friends.



An affiliate of
NAMI
and
NAMI North Carolina

NAMI North Carolina
Helpline:
1 (800) 451-9682

www.naminc.org

NAMI is the National Alliance on Mental Illness, the nation's largest grassroots organization for people with mental illness and their families. Founded in 1979, NAMI has affiliates in every state and in more than 1,100 local communities across the country.

NAMI is dedicated to the eradication of mental illnesses and to the improvement of the quality of life for persons of all ages who are affected by mental illnesses.

Support

People who have experienced mental illness in their families need to know there are friends who understand their problems and want to help. At NAMI Union County, we reassure newcomers that they are not alone, they did not cause the mental illness, and they can survive and restore a degree of order to their lives. For help and support:

- ❖ Visit our meetings at 7 p.m. the third Monday of each month at Our Lady of Lourdes Catholic Church, 725 Deese Street, Monroe, NC.
- ❖ If you need more information, or just want to talk to someone who's "been there," call one of our local contacts:

Becky Kramis
704.776.4256
Betty Holliday
704.289.2033

Education

- ❖ For information and resources statewide, call the NAMI North Carolina HelpLine at 1 (800) 451-9682, or visit the website at <http://www.naminc.org>.
- ❖ Both NAMI and NAMI North Carolina publish monthly newsletters highlighting advancements in the research and treatment of mental illness.
- ❖ Guest speakers sometimes attend our local meetings to offer support, encouragement, and information regarding opportunities and services available in our community.

Advocacy

We work to reduce stigma by helping members of our community understand that mental illness is a medical illness. We promote developing a comprehensive, well-coordinated system of community care for people with mental illness. We advocate for:

- ❖ Legislative changes
- ❖ Insurance parity
- ❖ Community programs
- ❖ CIT jail diversion program
- ❖ Increased funding for services



Join NAMI Union County today. As a NAMI Union County member, you automatically become a member of NAMI and NAMI North Carolina.

Individual and Family Memberships are for one or family members from the same household or for mental health care providers and other professionals with an interest in mental illness. **\$25.00**

Open Door Memberships are offered at a lower annual cost, and enable consumers, individuals and families with limited incomes to join us. If you are unable to pay dues, we still welcome you to our affiliate. **\$ 3.00**

We appreciate your donation of any amount. **\$ _____**

Total Enclosed **\$ _____**

Member name(s) _____

Address _____

City _____ State _____ Zip _____

Work Phone () _____

Home Phone () _____

Please send this form with your check payable to NAMI Union County, P.O. Box 1821, Monroe, NC 28111

Remarkable People.
Remarkable Medicine.



Remarkable People. Remarkable Medicine.

AGENDA ITEM

12

MEETING DATE 4-19-10

2010 Annual Update

Roland Bibeau

President Presbyterian Hospital Matthews

Paula Vincent

Chief Nursing Officer, Presbyterian Healthcare

Sr. VP of Operations for Greater Charlotte Market

Presentation to the

Union County

Board of Commissioners

April 19, 2010

Caring for Union County

**Monroe Family Medical
Center**

**Mid Carolina Cardiology
Monroe**

**Sun Valley Family
Physicians**

Presbyterian HEALTHCARE

Presbyterian Medical Plaza Monroe

- Bradford Clinic
- Center for Child & Adolescent Medicine
- Presbyterian Imaging Center Monroe
- Presbyterian Novant Heart & Wellness
- Presbyterian Sleep Medicine Monroe
- Presbyterian Surgery Center Monroe
- Presbyterian Urgent Care
- Southern Piedmont Primary Care

Presbyterian Medical Plaza Waxhaw

- Waxhaw Family Physicians &
Sports Medicine Center

Charity Care

According to a recent report published by the NC Justice Department:

- *“Several hospitals and health systems deserve **special recognition for providing charity care levels that exceed the cost of living for their region**, including **Novant Health**, UNC Health Care, University Health Systems of Eastern North Carolina, Iredell Memorial Hospital, The Outer Banks Hospital, High Point Regional Health System, and Margaret R. Pardee Memorial Hospital.”*
- *“An examination of posted charity care policies shows that financial assistance programs vary widely across the state. We can see that Winston-Salem and Charlotte-based **Novant Health** has **the most sound and clear policy of any hospital system in North Carolina**. At Novant any uninsured patient with an income level less than 300 percent of the federal poverty level qualifies for a 100 percent discount on hospital bills. This policy recognizes the realities of modern family finances.”*

Designations

- **Primary Stroke Center for Excellence:** Demonstrated commitment to established guidelines, performance improvement and successful patient outcomes
- **Level III Chest Pain Center:** Highest national standard for the care of heart attack and chest pain
- **Magnet Designation:** *Nation's Highest Honor for Nursing Excellence*
Developed by the American Nurses Credentialing Center (ANCC) to recognize health care organizations that provide the very best in nursing care and uphold the tradition within nursing of professional nursing practice

Awards



Presbyterian Healthcare received
197 Excellence In Healthcare Awards
from Professional Research Consultants (PRC)
for employee, patient and physician satisfaction
awards.



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

Reaching Out to Those in Need

Presbyterian Hospital Community Care Cruiser

- Mobile pediatric health clinic treating un- and underinsured children in Union County
- J. Ray Shute Center on the second Monday of every month
- Nearly 300 patient encounters to date at the J. Ray Shute Center



Community Partnerships

- **City of Monroe Employee Health Clinic**
 - Medical care on a walk-in basis for City of Monroe employees

- **Monroe Aquatics & Fitness Center**
 - Presbyterian Hospital Matthews Wellness Center
 - Health & wellness education, free screenings
 - Diabetes support group (held at Ellen Fitzgerald Center)

- **Wingate University**
 - Pharmacy and Physician Assistant programs
 - Medical directorship
 - Community Health Alliance membership
 - Wellness program partnership

- **Union County School System**
 - Sports screenings
 - Community services benefit – Certified Athletic Trainers
 - Athletic trainer program

Union County Schools

- **Sports Physicals Day**

- May 30, 2009

- 159 free sports physicals provided to students in need

- This year's event scheduled for May 22 9a-2p at Monroe High School

- **Life-Saving Medical Equipment Donations**

- 7 Automated External Defibrillators (AEDs)

- Spineboards and other medical supplies

- **Education & Training**

- Sports Injuries Seminar and AED Training provided to nearly 300 coaches and first responders



Partnering with Local Organizations to Give Back

Festival Presbyterian Hospital Matthews **Of Trees**

- **Featured 37 trees**
- **Included 35 vendors/organizations; 4 from Union County including the Union County Red Cross and Wingate University**
- **Raised \$3,399 for the PHM Foundation**
- **7 needy families in the Matthews and Monroe were recipients of a decorated holiday tree.**

Staying Involved

Active in Union County Organizations:

- Union County Chamber of Commerce Board of Directors
- Chamber Sub-committee on Business Development & Marketing
- Rotary Club
- Union County Community Arts Council
- Union County United Way Board of Directors
- Red Cross Giving Campaign
- Community Health Services
- Public Health Department
- Turning Point
- Hospice of Union County
- Women's Leadership Coalition
- Union County Showcase
- Union County Government Employee Appreciation Day
- Union County Senior Wellness Expo 2009

Questions?

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

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

PUBLIC NOTICE
 NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a public hearing on Monday, April 19, 2010, beginning at 7:05 p.m. in the Commissioners Board Room located on the first floor of the Union County Government Center, 500 North Main Street, Monroe, North Carolina, to receive comments regarding the Draft Union County Comprehensive Transportation Plan (CTP).
 The Transportation Planning Branch of the North Carolina Department of Transportation in cooperation with the Rocky River Rural Planning Organization (RRPO) is working with the rural portion of Union County and the Town of Marshville to develop a Comprehensive Transportation Plan. This plan will address the long-range transportation needs of Union County.
 The goal of the Comprehensive Transportation Plan is to help Union County meet anticipated transportation needs in the most efficient and least damaging manner possible. Planning now for future needs will minimize impacts to homes, businesses, and the environment in the future.
PUBLIC PARTICIPATION IS A CRITICAL ELEMENT OF THE COMPREHENSIVE TRANSPORTATION PLAN.
 During the public hearing, a presentation of recommendations that have been developed will be made, followed by a formal comment period.
 For more information regarding the draft plan, contact Reuben Crummy at 919-715-5797. A copy of the draft plan is available for public inspection in the office of the Clerk to the Board, Union County Government Center, 500 North Main Street, Room 925, Monroe, NC, and online at the County's website at www.co.union.nc.us.
 All interested persons are invited to attend the hearing and present their views. Any person requiring a sign language interpreter please call (704) 225-8554 and make a request at least 96 hours in advance. Any other special assistance needed by an individual due to a disability under the Americans with Disabilities Act should call (704) 283-3810 and make a request at least 96 hours in advance.
April 2, 2010

AGENDA ITEM

3 of 13
MEETING DATE 4/19/10

**NORTH CAROLINA,
 UNION COUNTY**

AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by the law to administer oaths, personally appeared Pat Deese who being first duly sworn, deposes and says: that she is Principal Clerk engaged in the publication of a newspaper known as The Enquirer-Journal, published, issued, and entered as second class mail in the City of Monroe in said County and State; that he/she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Enquirer-Journal on the following dates:

* April 2, 2010 *

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 2 day of April, 2010

Pat Deese

Sworn to and subscribed before me, this 2 day of *April 2010

Brett P. Clutz

Notary Public

Seal

My commission expires * May 11, 2013 *

ive Transportation	Inches: <u>9.00"</u>		
	Monroe, NC	Date: <u>April 2,</u>	<u>2010</u>
Commissioners		Account #	<u>2100167</u>
Suite 921			
12		COST:	<u>\$89.55</u>

IN ACCOUNT WITH

THE ENQUIRER-JOURNAL

Post Office Box 5040
 500 West Jefferson Street
 Monroe, NC 28111-5040

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

AGENDA ITEM

13c
MEETING DATE 4-19-10

A RESOLUTION FOR ADOPTION OF UNION COUNTY COMPREHENSIVE TRANSPORTATION PLAN (RURAL SECTION)

WHEREAS, the Union County Board of County Commission is the duly recognized policy board for Union County ; and

WHEREAS, the North Carolina Department of Transportation Planning Branch has completed the Union County Comprehensive Transportation Plan (Rural Section) in March 2010; and

WHEREAS, the Union County Comprehensive Transportation Plan (Rural Section) is consistent with the local use of plans, the Rocky River Rural Planning Organizations transportation needs and the statewide transportation plan; and

WHEREAS, the Union County Board of County Commission has provided for a public comment period for the proposed Comprehensive Transportation Plan based on the Rocky River Rural Planning Organization's Public Participation Plan adopted on November 15, 2007; and

NOW, THEREFORE BE IT RESOLVED that the Union County Board of County Commission hereby adopts the Union County Comprehensive Transportation Plan (Rural Section).

Adopted this the 19th day of April, 2010.

Attest:

Lynn G. West, Clerk to the Board

Kim Rogers, Chairwoman

**A RESOLUTION TO REAFFIRM THE UNION COUNTY LAND USE PLAN FOR THE
PURPOSE OF ADOPTION OF THE UNION COUNTY COMPREHENSIVE
TRANSPORTATION PLAN (RURAL SECTION)**

AGENDA ITEM

MEETING DATE 4-19-10

13b

WHEREAS, the Union County Board of Commissioners (the "Board") adopted the Union County Land Use Plan on September 21, 1998 (the "Land Use Plan"); and

WHEREAS, the Land Use Plan remains in effect pending development and adoption of a new land use plan; and

WHEREAS, the North Carolina Department of Transportation Planning Branch completed the Union County Comprehensive Transportation Plan (Rural Section) (the "Comprehensive Transportation Plan") in March 2010; and

WHEREAS, the Board is considering adoption of the Comprehensive Transportation Plan; and

WHEREAS, it is provided by N.C. Gen. Stat. § 136-66.2(b1) that the "Department of Transportation may participate in the development and adoption of a transportation plan or updated transportation plan *when all local governments within the area covered by the transportation plan have adopted land development plans within the previous five years,*" [Emphasis Added]; and

WHEREAS, the Department of Transportation has indicated that this requirement will be satisfied upon adoption by the Board of a resolution reaffirming the Land Use Plan; and

WHEREAS, the Union County Board of Commissioners desires to reaffirm its Land Use Plan for the limited purpose of adopting the Comprehensive Transportation Plan; and

WHEREAS, this reaffirmation of the Land Use Plan shall apply only to adoption of the Comprehensive Transportation Plan and shall not have any application beyond adoption of such plan; and

WHEREAS, the Land Use Plan shall remain in effect until such time as the Board resolves otherwise.

NOW, THEREFORE BE IT RESOLVED BY THE UNION COUNTY BOARD OF COMMISSIONERS that the Land Use Plan is reaffirmed for the limited purpose of adopting the Comprehensive Transportation Plan.

Adopted this _____ day of _____, 2010.

Kim Rogers, Chair of the Union County Board of Commissioners

SEAL

ATTEST:

Lynn West, Clerk to the Board of Commissioners

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a public hearing on Monday, April 19, 2010, beginning at 7:00 p.m. in the Commissioners Board Room located on the first floor of the Union County Government Center, 500 North Main Street, Monroe, North Carolina, to consider the provision of economic development incentives pursuant to G.S. 158-7.1. The Board of Commissioners intends to consider an incentive grant to Greiner Vacuette North America, Inc. in a total amount not to exceed \$125,494 to be paid in five (5) annual payments as follows: 1) \$31,616 in the year 2010; 2) \$37,014 in the year 2011; 3) \$42,154 in the year 2012; 4) \$10,539 in the year 2013; and 5) \$6,141 in the year 2014. This grant is based on the company's projected total capital investment of \$21,000,000 as follows: a) \$12,000,000 for an expansion to its current building and for an additional building to be constructed in 2010; and b) additional machinery and equipment of \$9,000,000 to be added in the following years: \$3,000,000 in 2011, \$3,000,000 in 2012, and \$3,000,000 in 2013 and the provision of not fewer than 85 additional jobs over a five (5) year period as follows: 10 jobs in year 2010; 21 jobs in year 2011; 20 jobs in year 2012; 17 jobs in year 2013; and 17 jobs in year 2014. The company is a manufacturer of plastic test tubes and specialized sample collection products used in the medical and pharmaceutical industry. Based on its projected investment in Union County, the company will pay estimated property taxes on its new taxable investment over the five-year grant period of \$594,911 in property taxes based upon the current tax rate. The proposed grant recipient acknowledges that the incentive grant awarded by the Board will serve as inducements to make the indicated capital investments in Union County. The source of funding for the proposed grant is general fund revenues. All interested persons are invited to attend the hearing and present their views. Any person requiring a sign language interpreter, please call (704) 225-8554 and make a request at least 96 hours in advance. Any other special assistance needed by an individual due to a disability under the Americans with Disabilities Act should call (704) 283-3810 and make a request at least 96 hours in advance.
Lynn G. West
County Clerk
Union County
Board of Commissioners
April 2, 2010

AGENDA ITEM

2 & 14
MEETING DATE 4-19-10

**NORTH CAROLINA,
UNION COUNTY**

AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by the law to administer oaths, personally appeared Pat Deese who being first duly sworn, deposes and says: that she is Principal Clerk engaged in the publication of a newspaper known as The Enquirer-Journal, published, issued, and entered as second class mail in the City of Monroe in said County and State; that he/she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Enquirer-Journal on the following dates:

* April 2, 2010 *

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 2 day of April, 2010

Sworn to and subscribed before me, this 2 day of *April 2010

Boek O. Clutz Notary Public

My commission expires * May 11, 2013 *

vacuette NC

Inches: 10.25"
Monroe, NC Date: April 2, 2010

Commissioners

Account # 2100167

921

COST: \$101.99

IN ACCOUNT WITH

THE ENQUIRER-JOURNAL

Post Office Box 5040
500 West Jefferson Street
Monroe, NC 28111-5040

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN



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

704-283-3746
704-292-2588 Fax

John C. Petoskey
Tax Administrator

AGENDA ITEM
6/2a
MEETING DATE 4-19-10

MEMORANDUM

TO: The Board of County Commissioners
FROM: John C. Petoskey
Tax Administrator
DATE: March 31, 2010
RE: **Tenth** Motor Vehicle Billing

I hereby certify the **Tenth** 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

Motor Vehicle Billing Summary for the period 03/01/2010 to 03/31/2010

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-----
10	County.....	CN99999	2009	2007	3	44,000	312.88
10	County.....	CN99999	2009	2008	112	976,049	6,646.34
10	County.....	CN99999	2009	2009	11,993	112,203,119	745,827.91
Totals.....					12,108	113,223,168	752,787.13
Totals.....					0	0	.00
32	Fire Dist - Springs.....	FR015	2009	2008	9	66,410	20.33
32	Fire Dist - Springs.....	FR015	2009	2009	669	5,530,032	1,692.28
39	Fire Dist - Stallings.....	FR020	2009	2008	14	119,860	48.67
39	Fire Dist - Stallings.....	FR020	2009	2009	1,157	11,122,100	4,509.11
38	Fire dist - Hemby Bridge..	FR023	2009	2008	15	133,660	76.23
38	Fire dist - Hemby Bridge..	FR023	2009	2009	1,399	13,357,954	6,585.61
37	Fire dist - Wesley Chapel:	FR026	2009	2007	2	37,800	6.32
37	Fire dist - Wesley Chapel:	FR026	2009	2008	16	209,610	44.51
37	Fire dist - Wesley Chapel:	FR026	2009	2009	1,834	24,517,466	4,682.93
34	Fire Dist - Waxhaw.....	FR028	2009	2007	1	6,200	3.18
34	Fire Dist - Waxhaw.....	FR028	2009	2008	8	51,265	12.72
34	Fire Dist - Waxhaw.....	FR028	2009	2009	887	8,238,733	2,043.15
Totals.....					6,011	63,391,090	19,725.04
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2008	1	9,510	4.76
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2009	222	3,657,171	1,829.09
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2008	9	49,670	331.57
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2009	1,651	12,293,546	68,818.37
		MN02220	2009	2009	2	18,920	131.50
78	220170 Taxes Payable - Wingate.....	MN03000	2009	2008	1	7,210	28.12
78	220170 Taxes Payable - Wingate.....	MN03000	2009	2009	118	757,548	2,954.49
78	220120 Taxes Payable - Marshville...	MN04000	2009	2008	1	15,306	19.38
78	220120 Taxes Payable - Marshville...	MN04000	2009	2009	143	900,737	3,422.77
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2007	1	6,200	21.08
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2008	8	67,335	228.94
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2009	449	4,780,130	16,252.37
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2008	27	218,605	370.16
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2009	1,675	16,876,495	24,434.98
78	220140 Taxes Payable - Stallings....	MN07000	2009	2008	7	83,170	182.14
78	220140 Taxes Payable - Stallings....	MN07000	2009	2009	783	7,584,026	16,268.83
78	220160 Taxes Payable - Weddington...	MN08000	2009	2008	2	40,040	12.01
78	220160 Taxes Payable - Weddington...	MN08000	2009	2009	604	7,472,004	2,241.87
78	220115 Taxes Payable - Lake Park.....	MN09000	2009	2008	2	9,940	20.88

--- 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 03/01/2010 to 03/31/2010

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	2009	200	1,896,874	4,362.92
78 220175	Taxes Payable - Fairview.....	MN09300	2009	2008	1	1,970	.39
78 220175	Taxes Payable - Fairview.....	MN09300	2009	2009	131	1,236,238	186.50
78 220145	Taxes Payable - Hemby Bridge..	MN09500	2009	2008	1	2,080	.52
78 220145	Taxes Payable - Hemby Bridge..	MN09500	2009	2009	70	578,365	144.65
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2008	3	64,560	10.65
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2009	346	3,972,210	655.40
78 220135	Taxes Payable - Unionville...	MN09800	2009	2008	2	21,770	4.36
78 220135	Taxes Payable - Unionville...	MN09800	2009	2009	311	2,581,602	516.32
78 220155	Taxes Payable - Mnrl Sprngs..	MN09900	2009	2008	2	17,120	4.28
78 220155	Taxes Payable - Mnrl Sprngs..	MN09900	2009	2009	158	1,249,168	312.49
Totals.....					6,931	66,469,520	143,771.79
Grand Totals.....							916,283.96

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

- Motor Vehicle Special Charge Summary -
For the period: 03/01/2010 to 03/31/2010

Mn Cd	Text	Count	Value	Spc Tax
02000	Monroe Vehicle Tax \$5.00	1,628	12,576,914	8,140.00

- - - E N D - - -



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

AGENDA ITEM
6/26
MEETING DATE 4-19-10
704-283-3746
704-283-3616 Fax
John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners

FROM: John C. Petoskey
Tax Administrator

DATE: March 31, 2010

RE: **Ninth** Motor Vehicle Refund Register

I hereby certify the following **Refunds** that were made during the period of **03/01/2010 – 03/31/2010**. The refunds represent releases of both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

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

Assessor Refund Register for the period 03/01/2010 to 03/31/2010

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Rate		-----Total-----		
			Year	Year	--Value--	---Tax---	---Int---
10	County.....	CN99999	2005	2004	17,887	96.42-	.00
10	County.....	CN99999	2007	2006	20,000	127.34-	24.59-
10	County.....	CN99999	2007	2007	38,629	274.69-	.00
10	County.....	CN99999	2008	2007	19,000	142.89-	.00
10	County.....	CN99999	2008	2008	17,697	147.03-	.00
10	County.....	CN99999	2009	2008	30,180	201.44-	3.67-
10	County.....	CN99999	2009	2009	33,199	407.27-	.47-
Net Totals.....					176,592	1,397.08-	28.73-
77	School dist - County.....	SC999	2005	2004	17,887	12.87-	.00
Net Totals.....					17,887	12.87-	.00
32	Fire Dist - Springs.....	FR015	2007	2007	20,000	6.24-	.00
32	Fire Dist - Springs.....	FR015	2009	2009	2,072	.63-	.00
39	Fire Dist - Stallings.....	FR020	2008	2008	0	.89-	.00
38	Fire dist - Hemby Bridge..	FR023	2009	2009	0	5.29-	.00
37	Fire dist - Wesley Chapel:	FR026	2009	2008	15,270	2.92-	.01-
37	Fire dist - Wesley Chapel:	FR026	2009	2009	24,720	4.72-	.00
Net Totals.....					62,062	20.69-	.01-
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2006	20,000	106.00-	20.53-
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2008	0	13.35-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2009	2,954	14.49-	.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2009	24,720	66.81-	.00
78	220140 Taxes Payable - Stallings.....	MN07000	2008	2008	0	4.79-	.00
78	220160 Taxes Payable - Weddington...	MN08000	2009	2008	12,390	3.72-	.00
78	220175 Taxes Payable - Fairview.....	MN09300	2009	2008	2,253	.47-	.00
78	220135 Taxes Payable - Unionville...	MN09800	2008	2007	19,000	4.02-	.00
78	220155 Taxes Payable - Mnrl Sprngs..	MN09900	2005	2004	17,887	4.96-	.00
78	220155 Taxes Payable - Mnrl Sprngs..	MN09900	2009	2009	2,072	.52-	.00
Net Totals.....					101,276	219.13-	20.53-
84	220000 NC State Interest.....	NC00000	2007	2006	0	.00	7.00-
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	3.12-
84	220000 NC State Interest.....	NC00000	2009	2009	0	.00	.69-
Net Totals.....					0	.00	10.81-

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 03/01/2010 to 03/31/2010

(Summary)

Net Grand Totals.....:

1,649.77- 60.08-



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

AGENDA ITEM
6/2C
MEETING DATE 4-19-10
~~704-283-3746~~
704-283-3616 Fax
John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners
FROM: John C. Petoskey
Tax Administrator
DATE: March 31, 2010
RE: **Ninth** Motor Vehicle Release Register

I hereby certify the following **Releases** were made during the period of **03/01/2010 –03/31/2010**. The releases represent both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

Assessor Release Register for the period 03/01/2010 to 03/31/2010

(Summary)

--Bdg No--	-----Description-----	--Key--	Bill Rate		-----Total-----		
			Year	Year	--Value--	---Tax---	---Int---
10	County.....	CN99999	2008	2007	23,290	113.53-	15.63-
10	County.....	CN99999	2008	2008	45,780	328.38-	34.26-
10	County.....	CN99999	2009	2008	114,220	856.29	55.97-
10	County.....	CN99999	2009	2009	668,008	4,648.95-	18.41-
Net Totals.....					851,298	5,947.15-	124.27-
Net Totals.....					0	.00	.00
32	Fire Dist - Springs.....	FR015	2008	2008	19,000	6.92-	.50-
32	Fire Dist - Springs.....	FR015	2009	2008	29,530	11.35-	.81
32	Fire Dist - Springs.....	FR015	2009	2009	20,376	8.74-	.11-
39	Fire Dist - Stallings....	FR020	2009	2008	25,650	10.41-	.65-
39	Fire Dist - Stallings....	FR020	2009	2009	63,566	32.86-	.23-
38	Fire dist - Hemby Bridge..	FR023	2008	2008	15,200	7.50-	1.05-
38	Fire dist - Hemby Bridge..	FR023	2009	2009	68,375	33.70-	.04-
37	Fire dist - Wesley Chapel:	FR026	2008	2007	23,290	2.59	.37-
37	Fire dist - Wesley Chapel:	FR026	2009	2008	18,470-	3.53	.06
37	Fire dist - Wesley Chapel:	FR026	2009	2009	92,196	17.60-	.11-
34	Fire Dist - Waxhaw.....	FR028	2009	2008	19,000	4.71-	.37-
34	Fire Dist - Waxhaw.....	FR028	2009	2009	69,734	17.31-	.16-
Net Totals.....					427,447	150.16-	4.34
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2008	6,080-	3.04	.14
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2009	32,760	16.38-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	0	4.50-	.60-
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2008	11,580	62.32-	5.48-
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2008	13,608	107.71-	5.75-
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2009	99,717	513.62-	.31-
78	220120 Taxes Payable - Marshville...	MN04000	2009	2009	1,707	6.49-	.00
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2009	39,557	134.49-	1.98-
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2008	15,200	22.85-	3.01-
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2008	25,650	37.19-	2.30-
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2009	59,736	86.64-	.16-
78	220140 Taxes Payable - Stallings....	MN07000	2009	2009	37,533	118.07-	1.12-
78	220160 Taxes Payable - Weddington...	MN08000	2009	2008	12,390-	3.72	.00
78	220160 Taxes Payable - Weddington...	MN08000	2009	2009	27,137	9.79-	.17-
78	220115 Taxes Payable - Lake Park....	MN09000	2009	2009	1,450	3.34-	.00
78	220175 Taxes Payable - Fairview....	MN09300	2009	2009	21,925	3.31-	.00
78	220145 Taxes Payable - Hemby Bridge..	MN09500	2009	2009	20,000	5.00-	.00
78	220135 Taxes Payable - Unionville...	MN09800	2009	2009	60,605	12.12-	.00
78	220155 Taxes Payable - Mnr1 Springs...	MN09900	2008	2008	0	.90-	.16-

(Finance)

Assessor Release Register for the period 03/01/2010 to 03/31/2010

(Summary)

78	220155	Taxes Payable - Mnrl Sprngs..:	MN09900	2009	2009	2,480	.62-	.00
Net Totals.....:						452,175	1,138.58-	20.90-
84	220000	NC State Interest.....:	NC00000	2008	2007	0	.00	3.63-
84	220000	NC State Interest.....:	NC00000	2008	2008	0	.00	12.85-
84	220000	NC State Interest.....:	NC00000	2009	2008	0	.00	32.49-
84	220000	NC State Interest.....:	NC00000	2009	2009	0	.00	19.57-
Net Totals.....:						0	.00	68.54-
Net Grand Totals.....:							7,235.89-	218.05-

**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)			
	Releases	Refunds	Discoveries	Rollbacks
July				\$32,996.17
August	\$12,769.86	\$21,223.12	\$196.50	\$5,803.85
September	\$178,625.34	\$29,082.72	\$122,400.18	\$122,400.18
October	\$102,187.83	\$12,320.71	\$126,007.46	\$23,914.09
November	\$22,375.56	\$6,486.97	\$47,814.77	\$8,621.35
December	\$51,439.12	\$4,025.36	\$5,652.59	\$856.37
January	\$42,138.51	\$4,334.49	\$62,147.24	\$32,031.49
February	\$68,173.84	included in releases	\$63,440.02	\$2,263.82
March	\$51,828.88	included in releases	\$40,466.57	\$3,497.10
April				
May				
June				
Year-to-Date	\$529,538.94	\$77,473.37	\$468,125.33	\$232,384.42
NET	\$607,012.31		\$700,509.75	
				\$93,497.44

AGENDA ITEM
 6d
 MEETING DATE 4-19-10

RELEASES MARCH 2010

acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	SpringsGT	StallGT	StallLL	WaxhawGT	WaxhawLL	WesleyGT	AllensFF	BakersFF
010																	
0015142	EYECARECENTER OD	6299		60,602	354.66				44.33								
Totals-2010				60,602	354.66				44.33								
009																	
7090002A	FUNDERBURK MARY	6300	41,650		276.97						16.91						
9226013	HIDALGO JULIO & BRI	6306	36,040		239.67												
6168054	ASSOCIATES FINANC	6307	69,390		461.44								17.21				
4105011	LANEY WANDA J	6313	271,210		903.74												
9396156	ADAMS SCOTT D & SA	6314	159,340		1,059.61												40.21
2176009A	UNITED STATES COLI	6317	4,836,060		32,159.80												
9031008	SMITH ETHEL L	6323	80,900		537.99												
0100495	SUNBRIDGE CAPITAL	6325		197,380	1,312.58	131.26					80.14	8.01					
0092845	SMALL TOWN HANDY	6326		7,600	50.54	5.05							1.88	0.19			
0101580	MOSER TRAVIS G	6327		47,214	207.78	81.88	15.56	7.83					6.05	1.49			
0101378	LA TIENDA LATINA MI	6329		25,000	166.25	16.63											
0035829	S & G QUICK STOP	6330		9,000	59.85	5.99							2.23	0.22			
0090518	AMERICA'S TREE SER	6333		25,010											4.78		
0072351	MARTIN EDDIE JAMES	6336		50,337	334.74												
0093655	J & J AUTO & RADIAT	6338		1,230	8.18												
0102926	UNION PULMONARY &	6337		27,855	185.24	18.52											
0074766	BRANTLEY DENNIS JF	6339		12,540	83.39	8.34											
2058001C	SMITH CAROLYN T	6342	77,010		512.12												
2058001D	SMITH CAROLYN T	6343	77,090		512.65												
19222031	BENNETT BLAKE	6345	53,570		356.24												
Totals-2009			5,702,260	403,166	39,428.78	267.67	15.56	7.83			97.05	8.01	27.37	1.90	4.78		40.21
008																	
6168054	ASSOCIATES FINANC	6308	69,390		461.44								17.21				
9396156	ADAMS SCOTT D & SA	6315	159,340		1,059.61												
13126018	TREMBLAY JANE S %	6318	91,780		610.34												
9031008	SMITH ETHEL L	6324	80,900		537.99												
0098444	S & D PAINT MADE EA	6328		25,000	166.25	16.63					10.15	1.02					
0035829	S & G QUICK STOP	6331		7,830	52.07	5.21							1.94	0.19			

AGENDA ITEM
 6/20
 MEETING DATE 4-19-10

RELEASES MARCH 2010

Act #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	CSGT-100	SpringsGT	StallGT	StallLL	WaxhawGT	WaxhawLL	WesleyGT	AllensFF	BakersFF
090518	AMERICA'S TREE SER	6334		21,750											4.15		
074766	BRANTLEY DENNIS JF	6340		5,860	38.97	3.90											
042016A	GRANT LEON C	6344	419,210		2,787.75												
Totals-2008			820,620	60,440	5,714.42	25.74	-	-	-	-	10.15	1.02	19.15	0.19	4.15	55.00	40.21
107																	
090002A	FUNDERBURK MARY	6301	41,650														
030004	EASTHAMPTON HOME	6304	820		5.83				0.26								
168054	ASSOCIATES FINANC	6309	61,060		434.20								31.32				
0398156	ADAMS SCOTT D & SF	6316	147,160		1,046.45												36.96
126018	TREMBLAY JANE S %	6319	80,220		570.44											55.00	
035829	S & G QUICK STOP	6332		6,810	48.43	4.84							3.49	0.35			
090518	AMERICA'S TREE SER	6335		13,318											4.09		
074766	BRANTLEY DENNIS JF	6341		8,070	57.39	5.74											
Totals-2007			330,910	28,198	2,162.74	10.58	-	-	-	0.26	-	-	34.81	0.35	4.09	55.00	36.96
106																	
090002A	FUNDERBURK MARY	6302	16,980														
030004	EASTHAMPTON HOME	6305	820		5.22				0.26								
168054	ASSOCIATES FINANC	6310	61,060		388.77								25.22				
126018	TREMBLAY JANE S %	6320	80,220		510.76											55.00	
Totals-2006			169,080	-	904.76	-	-	-	0.26	-	-	-	25.22	-	-	55.00	-
105																	
090002A	FUNDERBURK MARY	6303	16,980														
168054	ASSOCIATES FINANC	6311	61,060		341.94		42.74										
126018	TREMBLAY JANE S %	6321	80,220		449.23		56.15									55.00	
Totals-2005			158,260.00	-	791.17	-	98.89	-	-	-	-	-	-	-	-	55.00	-
104																	
168054	ASSOCIATES FINANC	6312	61,060		320.57		42.74										
126018	TREMBLAY JANE S %	6322	80,220		421.16		56.15									55.00	
Totals-2004			141,280	-	741.73	-	98.89	-	-	-	-	-	-	-	-	55.00	-
GRAND TOTALS			7,312,410	552,406	50,098.25	303.99	213.34	7.83	44.33	0.52	107.20	9.03	106.55	2.44	13.02	276.00	117.38

RELEASES MARCH 2010

ct #	Name	Release #	Real Value	Pers. Value	BeaverFF	JacksonFF	New SalemFF	WaxhawFF	Wingate	Totals
10										
015142	EYECARECENTER OC	6299		60,602						398.99
totals-2010				60,602						398.99
09										
090002A	FUNDERBURK MARY I	6300	41,650							293.88
226013	HIDALGO JULIO & BRI	6306	36,040							239.67
168054	ASSOCIATES FINANCI	6307	69,390							478.65
105011	LANEY WANDA J	6313	271,210							903.74
396156	ADAMS SCOTT D & SP	6314	159,340							1,099.82
176009A	UNITED STATES COLL	6317	4,836,060		105.00					32,264.80
031008	SMITH ETHEL L	6323	80,900						50.00	587.99
1100495	SUNBRIDGE CAPITAL	6325		197,380						1,531.99
092845	SMALL TOWN HANDY	6326		7,600						57.66
1101580	MOSER TRAVIS G	6327		47,214						320.69
1101378	LA TIENDA LATINA M:	6329		25,000						182.88
035829	S & G QUICK STOP	6330		9,000						68.28
090516	AMERICA'S TREE SER	6333		25,010						4.78
072351	MARTIN EDDIE JAMEE	6336		50,337						334.74
093655	J & J AUTO & RADIAT	6338		1,230						8.18
1102926	UNION PULMONARY E	6337		27,855						203.76
074766	BRANTLEY DENNIS JF	6339		12,540			50.00			141.73
058001C	SMITH CAROLYN T	6342	77,010		5.00					517.12
058001D	SMITH CAROLYN T	6343	77,090		5.00					517.65
222031	BENNETT BLAKE	6345	53,570							358.24
totals-2009			5,702,260	403,166	115.00	-	60.00	-	50.00	40,114.16
108										
168054	ASSOCIATES FINANCI	6306	69,390							478.65
396156	ADAMS SCOTT D & SP	6314	159,340							1,099.82
126018	TREMBLAY JANE S %	6318	91,780							665.34
031008	SMITH ETHEL L	6324	80,900						50.00	587.99
098444	S & D PAINT MADE EA	6328		25,000						194.05
035829	S & G QUICK STOP	6331		7,830						69.41

RELEASES MARCH 2010

Acct #	Name	Release #	Real Value	Pers. Value	BeaverFF	JacksonFF	New SalemFF	WaxhawFF	Wingate	Totals
30090518	AMERICA'S TREE SER	6334		21,750						4.16
30074766	BRANTLEY DENNIS JF	6340		5,860			50.00			92.87
35042016A	GRANT LEON C	6344	419,210			65.00				2,852.75
Totals-2008			820,820	60,440	-	65.00	50.00	-	50.00	6,035.03
2007										-
37090002A	FUNDERBURK MARY I	6301	41,650							-
36030004	EASTHAMPTON HOME	6304	820							6.09
36168054	ASSOCIATES FINANC	6309	61,060							466.52
39396156	ADAMS SCOTT D & SF	6316	147,160							1,083.41
33126018	TREMBLAY JANE S %	6319	80,220							625.44
50035829	S & G QUICK STOP	6332		6,810						57.11
50090518	AMERICA'S TREE SER	6335		13,318						4.09
50074766	BRANTLEY DENNIS JF	6341		8,070			50.00			113.13
Totals-2007			330,910	28,198	-	-	50.00	-	-	2,354.79
2006										-
37090002A	FUNDERBURK MARY I	6302	16,980							-
36030004	EASTHAMPTON HOME	6305	820							5.48
36168054	ASSOCIATES FINANC	6310	61,060							413.99
33126018	TREMBLAY JANE S %	6320	80,220							565.76
Totals-2006			159,080	-	-	-	-	-	-	985.23
2005										-
37090002A	FUNDERBURK MARY I	6303	16,980							-
36168054	ASSOCIATES FINANC	6311	61,060					50.00		434.68
33126018	TREMBLAY JANE S %	6321	80,220							560.38
Totals-2005			158,260.00	-	-	-	-	50.00	-	995.06
2004										-
06168054	ASSOCIATES FINANC	6312	61,060					50.00		413.31
03126018	TREMBLAY JANE S %	6322	80,220							532.31
Totals-2004			141,280	-	-	-	-	50.00	-	945.62
GRAND TOTALS			7,312,410	562,406	115.00	65.00	150.00	100.00	100.00	51,828.88

CORRECTED RELEASED FEBRUARY 2010 (as approved 03-15-2010)

AGENDA ITEM
 # 6/2e
 MEETING DATE 4-19-10

	Approved February	Corrected	Incr/(Decr)
2010 County Tax	685.81	685.81	-
2010 Springs Fire Tax	31.56	31.56	-
			-
2009 County Tax	41,752.47	41,346.82	(405.65)
2009 County LLP	643.19	643.19	-
2009 County School Tax	19.10	19.10	-
2009 County School LLP	10.50	10.50	-
2009 Hemby Bridge Fire Tax	163.38	163.38	-
2009 Hemby Bridge Fire Tax LLP	1.91	1.91	-
2009 Springs Fire Tax	29.57	29.57	-
2009 Springs Fire Tax LLP	5.28	5.28	-
2009 Stallings Fire Tax	0.50	0.50	-
2009 Stallings Fire Tax LLP	0.05	0.05	-
2009 Waxhaw Fire Tax	387.86	387.86	-
2009 Waxhaw Fire Tax LLP	1.24	1.24	-
2009 Wesley Chapel Fire Tax	223.83	223.83	-
2009 Wesley Chapel Fire Tax LLP	6.16	6.16	-
2009 Bakers VFD	80.42	80.42	-
2009 Lanes Creek VFD	50.00	50.00	-
2009 Sandy Ridge VFD	50.00	50.00	-
2009 Wesley Chapel Town Tax	4.13	4.13	-
2009 Wesley Chapel Town Tax LLP	0.41	0.41	-
2009 Hemby Bridge Town Tax	17.78	17.78	-
			-
2008 County Tax	14,329.64	14,329.64	-
2008 County LLP	85.71	85.71	-
2008 Hemby Bridge Fire Tax	2.98	2.98	-
2008 Hemby Bridge Fire Tax LLP	0.30	0.30	-
2008 Waxhaw Fire Tax	292.43	292.43	-
2008 Waxhaw Fire Tax LLP	1.09	1.09	-
2008 Bakers VFD	40.21	40.21	-
2008 Lanes Creek VFD	55.00	55.00	-
2008 Sandy Ridge VFD	50.00	50.00	-
			-
2007 County Tax	2,999.42	2,999.42	-
			-
2006 County Tax	2,452.31	2,452.31	-
			-
2005 County Tax	1,996.62	1,996.62	-
2005 County School Tax	207.16	207.16	-
2005 City School Tax	42.42	42.42	-
			-
2004 County Tax	1,282.41	1,282.41	-
2004 County School Tax	170.99	170.99	-
			-
Grand Total	68,173.84	67,768.19	(405.65)

When the RELEASES for FEBRUARY were reported to the Board of Commissioners, they had not been reconciled to the Outstanding Balance Report. When the OBR was reconciled, corrections had to be made to comply with the transactions that had occurred on the accounts up until that point in time. These adjustments were made and are being reported on this report.
 (March 17, 2010 Barbara Laney)

CORRECTED REFUND FEBRUARY 2010 (as approved 03-15-2010)

	Approved February	Corrected	Incr/(Decr)
2009 County Tax	-	405.65	405.65
Grand Total	-	405.65	405.65

When the REFUNDS for FEBRUARY were reported to the Board of Commissioners, they had not been reconciled to the Outstanding Balance Report.

When the OBR was reconciled, corrections had to be made to comply with the transactions that had occurred on the accounts up until that point in time. These adjustments were made and are being reported on this report.

(March 17, 2010 Barbara Laney)

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 19 April, 2010

Action Agenda Item No. 6/4
(Central Admin. use only)

SUBJECT: Lease for Office Space for Child Support Enforcement Office

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

ATTACHMENT(S):
Proposed Lease Document with
Dickerson Realty Corporation

INFORMATION CONTACT:
Matthew Delk, Asistant Manager
Barry Wyatt, General Services

TELEPHONE NUMBERS:
(Delk) 704-283-3656
(Wyatt) 704-283-3868

DEPARTMENT'S RECOMMENDED ACTION: Authorize Chairwoman to sign lease pending legal review.

BACKGROUND: This document represents a lease between Union County and Dickerson Realty Corporation for 4,185 square feet of office space in the Dickerson Office Building, located at 1501 Charlotte Avenue. This is the same set of offices that are currently being leased by the State for Child Support Enforcement. The cost of the lease to the County is \$13.50 per square foot, for a total cost of \$56,484 per year. The term of the lease is for 5 years commencing July 1, and the lease cost per foot will increase to \$14.00 per square foot at the beginning of the fourth year. Included in this lease cost are all housekeeping and utilities, except the cost of telephone and data communication lines. The occupant of the leased space, contract service provider Young-Williams Child Support Services, will have the opportunity to make alterations.

While planning the CSE transition, staff initially considered requiring the private contractor lease space as needed. Staff determined not to do this, but instead lease or provide space to a private contractor, for several important reasons. First, an indirect cost allocation study showed that we will be able to draw down more reimbursement dollars from the Federal government by leasing space and providing it to the contractor. Second, this gives the County flexibility to handle future changes, if we terminated a contract provider agreement for cause, or if a future Board determines to bring the operation in-house at some point in the future. Third, staying in the Dickerson Office Building eliminates the need and expense of moving files, equipment and furniture, installing new communications and data networks, meeting IRS security regulations in

a new location, and publicizing the new location to thousands of clients and customers.

Prior to negotiating the terms of this lease, Barry Wyatt, General Services Director, reviewed all options, and determined that sufficiently sized, quality office space was not available in the local area for a cheaper rate.

FINANCIAL IMPACT: \$56,484 per year, beginning July 1, 2010; effective for the first three years of the agreement, with the annual amount increasing to \$58,590 for years four and five of the agreement. The County will receive Federal reimbursement of at least 66% of this amount.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

UNION COUNTY - CONTRACT CONTROL SHEET

Contract Order, (6) 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

2462

Party/Vendor Name: Dickerson Realty Corporation

Party/Vendor Contact Person: Cindy Greene Contact Phone: 704-289-3111

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

Address: 1501 North Charlotte Ave. City: Monroe State: NC Zip: 28112

Department: Social Services Amount: \$56,484.72

Purpose: Office Lease for Child Support Enforcement

Budget Code(s)(put comma between multiple codes): To be determined by Finance

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

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: 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: Bryan B. Wyatt Date: 3/16/10

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: 4/19/10

Clerk to confirm authorization given

Use Standard Template **RISK MANAGEMENT**

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

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

With incorporation of insurance provisions as shown, this document is approved by the Risk Manager: 3/17/10

Risk Manager's Signature: [Signature] Date: 3/17/10

INFORMATION TECHNOLOGY DIRECTOR

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

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

IT Director's Signature Date: _____

Date Received: _____ **BUDGET AND FINANCE**

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

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

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

Notes: _____

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

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

Finance Director's Signature: _____ Date: _____

CLERK

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

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

COUNTY MANAGER

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

County Manager's Signature: _____ Date: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into on March _____, 2010 (the "Agreement"), by and between **DICKERSON REALTY CORPORATION**, 1501 North Charlotte Avenue, Monroe, NC 28110 (the "Lessor"), and **UNION COUNTY**, 500 North Main Street, Suite 8, Monroe, NC 28112, (the "Lessee").

WITNESSETH:

THE LESSOR AND THE LESSEE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

1. **LEASED PREMISES.** Upon the terms and conditions hereinafter set forth, and in consideration of the payment of the rents and the prompt performance by the Lessee of the covenants and agreements to be kept and performed by the Lessee, the Lessor does hereby lease, let, and demise to the Lessee, and the Lessee hereby leases from the Lessor, certain office space in The Dickerson Office Building, situated in the County of Union, State of North Carolina, more fully described in Exhibit "A" attached hereto and made a part of hereof (the "Premises").
2. **TERM.** The term of this Agreement is for five (5) years commencing on July 1, 2010. Such terms may be extended by the mutual consent of Lessor and Lessee.
3. **RENTAL.**
 - (a) As rental for said Premises, the Lessee shall pay to the Lessor rental in the amount of Four Thousand Seven Hundred Seven Dollars and 06/100 Dollars (\$4,707.06) per month, which rental shall be payable on the first of each month, in advance, during the term of this Agreement, at the office of the Lessor. The Lessor shall issue an invoice monthly to the Lessee for such amount.
 - (b) **Escalations.** In year four (4) the annual rentals, which shall continue to be paid on a monthly basis shall be escalated by fifty cents (50¢) at the anniversary month. This rate will remain in effect for year's four and five of the term.
 - (c) **Late Payments.** Lessee acknowledges that late payment by Lessee to Lessor of rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Lessor by the terms of any mortgage, deed of trust or other security instrument covering the Building. Therefore, in the event Lessee should fail to pay any installment of rent or any sum due hereunder when such amount is due, Lessee shall pay to Lessor as additional rent a late charge equal to the maximum rate of interest allowable by law on each installment or other sum of \$25.00 per month, whichever is greater. A \$50.00 charge will be paid by Lessee to the Lessor for each of the Lessee's checks returned by the Lessor's bank or other clearing bank.

4. UTILITIES.

- (a) During the term of this Agreement, or any renewal hereof, Lessor shall provide and pay for all public utilities used in or about the Premises including, but not limited to, electricity, water, sewer services, gas (if available), and for any other such utility charges on the Premises, and Lessor shall make such payments when they become due.

5. INTERRUPTION OF SERVICES. The Lessor shall not be or become liable for damages to Lessee alleged to be caused or occasioned by or in any way connected with or the result of any interruption, defect or breakdown from any cause whatever in any of the services herein referred to in Paragraph 4 above, and specifically shall not be responsible to Lessee on account of any damages suffered by Lessee on account of power failure.

6. ALTERATIONS.

- (a) With the prior written consent of Lessor, the Lessee may, as its own expense, make such alteration, additions, improvements and changes to the Premises as it may deem necessary or expedient in the operation of its business. Any alteration, addition, improvement or change shall be subject to the following conditions:

1. No change or alteration shall at any time be made which impair the structural soundness of the Building.
2. No change or alteration shall be undertaken until the Lessee shall have procured and paid for all required building permits and authorizations.
3. All done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with the building and zoning laws of the County of Union and State of North Carolina, orders, rules and regulations. Any improvements to the Premises or any part thereof during the term of the Agreement shall at once become the absolute property of the Lessor without payment of any kind.

- (b) Notwithstanding the foregoing subparagraph 6 (a), all machinery, fixtures, furniture, equipment (including, but not limited necessarily to, all machinery and equipment which may be attached to the floor of the Premises), and other personal property installed in the Premises at Lessee's expense, regardless of the matter of attachment to the realty, shall be and remain personal property of the Lessee, removable by it at its option at the expiration or sooner termination of this Agreement, provided such removal is completed by the expiration of the twenty (20) day period immediately following such termination., Lessee shall, however, repair any damage caused by said removal or by the manner in which said property is affixed to the realty and shall restore the Premises to its original condition, less reasonable wear and tear, and loss by fire or other casualty, excepted. If Lessee fails to remove such property, it shall be deemed abandoned by Lessee and becomes, at Lessor's option, property of Lessor. Lessee agrees to save Lessor

harmless on account of any claim or lien of mechanics, materialmen or others in connection with any alterations, additions or improvements of or to the Premises made at the request and direction of the Lessee.

- (c) At the expiration of the Agreement, whether at the end of the initial Agreement or any renewed options, Lessee, at the election of the Lessor, shall restore the Premises to their former condition, reasonable wear and tear, and loss by fire or other casualty excepted. In the event Lessor elects to have Lessee restore the Premises to their original condition, Lessor shall give Lessee written notice of such election not more than 30 days after expiration of this Agreement.

7. **RIGHT OF ENTRY.** The Lessee agrees that the Lessor shall have the right to enter and to grant licenses to enter the Premises at any time for any purpose, and that no such entry shall render the Lessor liable to any claim or cause of action for loss of or damage to the business or property of the Lessee, by reason thereof, nor in any manner affect the obligations and covenants of this Agreement. Included within this privilege shall be the right of Lessor to exhibit the Premises for rent or for sale and to put upon the Premises the usual rental or sales notices.
8. **USE AND OCCUPANCY.** Lessee agrees that the Premises will be used only for business and commercial purposes, and for no other purpose, without the prior written consent of Lessor, that no unlawful use of the Premises will be made, that no sign, name, legend, notice or advertisement of any kind will be fixed, painted or displayed on any part of the Premises, and upon the termination of this Agreement, Lessee will vacate and surrender possession of the Premises to the Lessor in as good condition as the Premises were at the commencement of this Agreement, less ordinary wear and tear, and loss by fire or other casualty, excepted. At the expiration of this Agreement, whether at the end of the initial or any renewal term hereof, Lessee shall remove any signs so painted, placed or erected, and shall restore the walls and other portions of the Premises to which any of the said signs were attached to their former condition, reasonable wear and tear, and loss by fire or other casualty, excepted.
9. **INSURANCE.** Lessor shall keep the Premises insured for the benefit of Lessor only, against loss or damage by fire, windstorm, earthquake and similar hazards covered by insurance of the type now known as "fire or extended coverage", and shall keep and provide, if applicable, boiler and machinery insurance covering pressure vessels, air tanks, boiler, machinery, pressure piping, and heating and air conditioning equipment, in an amount reasonably satisfactory to Lessor, Lessor and Lessee and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance in connection with property on or activities conducted on the Premises, regardless of the cause of the damage or loss. Lessee shall maintain and pay for such insurance on Lessee's personal property as Lessee deems appropriate for Lessee's protection. The Lessee shall not use or permit upon the Premises anything that will invalidate any policy of hazard or extended coverage insurance on or hereafter carried with respect to the Premises.
10. **TAXES.** Lessor shall pay when due all real property ad valorem taxes and assessments of any kind or nature which may be imposed upon the Premises; and the Lessee shall pay when due all personal property taxes and assessments of any kind or nature imposed or assessed upon fixtures, equipment, merchandise or other property installed in or brought onto the Premises by Lessee.

11. **LIABILITY FOR DAMAGE TO PERSON OR PROPERTY.** In the absence of negligence, omission or misconduct of Lessor, its agents and employees, Lessor shall not be liable for any damage to person or property, sustained by the Lessee, due to any portion of the Premises becoming out of repair, or due to the occurrence of any accidents in or about said Premises, or due to any act or neglect of any other person shall be caused by the negligence or misconduct of the Lessee, the Lessor may, at its option, after notifying Lessee of its intent and affording Lessee reasonable time in which to make such repairs or reimburse such person for such damage, repair such damage caused to the Premises or reimburse the Lessor the total cost of such repair or reimbursement, unless otherwise covered by insurance, in which case Lessor shall seek to recover such costs out of the proceeds on insurance.
12. **FIRE AND OTHER CASUALTY LOSSES.** Lessee shall use every reasonable precaution against fire damaging the Premises, and shall in the event of fire or other casualty give immediate notice thereof to the Lessor who shall, unless the improvements on the Premises be so materially damaged that the Lessor shall decide not to reconstruct, thereupon cause the damage to be promptly repaired; but if said improvements be so materially damaged that Lessor shall decide not to repair or reconstruct same, then the term of this Agreement shall cease, this Agreement shall terminate, and the accrued rent shall be paid up to the time of the fire or other casualty (Lessee, however, being entitled to refund of the unearned portion of any rent paid to Lessor) with no further obligation on either party hereto to recognize this Agreement, despite the fact that the improvements may be later rebuilt. In the event Lessor elects not to rebuild, notice to the Lessee shall be given on or before thirty (30) days after the occurrence of the damage. If Lessor shall rebuild, rent during the restoration of the Premises and until its gain fully available to Lessee shall be abated to correspond to the amount of usable space available to Lessee, but after restoration is completed the full rent shall be resumed. In addition, if Lessor shall rebuild and fails to complete restoration on or before one hundred eighty (180) days from the occurrence of the damage, Lessee shall have the option to terminate the Agreement and be entitled to a refund of the unearned portion of any rent paid to Lessor.
13. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by any competent authority for any public or quasi-public purpose, so as to materially affect tenantability of the Premises by the Lessee for the Lessee's intended use of the Premises, then and in that event the term of this Agreement shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to and be the property of the Lessor and the Lessee expressly disclaims any and all interest in the monies awarded for the taking of all or part of the Premises.
14. **MAINTENANCE AND REPAIRS.**
 - (a) Except as otherwise specifically provided herein, Lessor shall be responsible for all maintenance and upkeep of the Premises, with Lessee having no responsibility in connection therewith. Lessor shall keep Premises reasonably clear and free from all dirt and other refuse, keep all open waste and drain pipes within the Premises, and keep and maintain every part and portion of the Premises in good order and repair, including but not limited to, heating and air conditioning systems (if any), electrical systems, plumbing, doors and windows, and the streets, sidewalks, curbing and gutters, yards and landscaping and the paving of the driveways, parking and loading areas within the Premises, if any. Lessor shall also be responsible for maintenance and repair relating to the roof, exterior walls and other structural features of the

Premises. Lessee shall not be required to repair damage to any portion of the Premises caused by accidental fire, or other casualty, not occurring through the negligence of Lessee or those employed by or acting for Lessee.

- (b) Lessee shall, at Lessee's cost, replace all plate glass or glass windows broken from any cause whatsoever, unless such breakage is caused by any accident not occurring through the negligence of Lessee or those employed by or acting for Lessee, in which case such replacement shall be made by Lessor except in the case of termination of this Agreement as set forth in Paragraph 11 hereof.**
- (c) Lessee has examined the furnishings as outlined in Exhibit "A" and subject to such alterations as may hereinafter be specifically set forth, accepts them in their present condition and will at all times keep the furnishings in a neat, clean, and sanitary condition, including any maintenance required, over and above the services provided by Lessor under its Building standard janitorial service.**

15. DEFAULT. In the event of (i) failure of Lessee to pay any installment of rent due hereunder promptly for a period of 15 days after written notice from Lessor to Lessee of such default, or (ii) failure of Lessee to comply with any other term, covenant or condition of this Agreement for a period of 30 days after written notice from Lessor to Lessee of such default (provided, however, that the default complained of is a default on the part of the Lessee in the performance of any acts to be done or conditions to be met shall be deemed to exist if steps shall have been commenced in good faith by the Lessee to rectify the same and shall be prosecuted to completion with diligence and continuity), or (iii) abandonment by Lessee of the Premises as bankrupt or insolvent according to law or any assignment or attachment of or levy on Lessee's interest herein, then in any of said cases, Lessor at its option, may pursue any one or more of the following remedies:

- (a) Terminate this Agreement by written notice to Lessee, whereupon this Agreement shall end. Upon such termination by Lessor, Lessee will at once surrender possession of the Premises to Lessor and remove all of Lessee's effects therefrom, and Lessor may forthwith re-enter the Premises and reposes itself thereof, and remove all persons and effects therefrom.**
- (b) Continue this Agreement in full force and effect and enter upon and take possession of the Premises and peaceably expel or remove any person, including the Lessee, who may be occupying the Premises or any part thereof, without being liable for prosecution of any claim for damages therefor, and diligently relet the Premises as agent to the Lessee and receive the rent therefor. Lessee shall remain liable for payment of all rentals and other reasonable charges and costs imposed on Lessee herein, in the amounts, at the times and upon the conditions as herein provided, but Lessor shall credit against such liability of the Lessee all amounts received by Lessor from such reletting after first reimbursing itself for all reasonable costs incurred in re-entering, preparing and refinishing the Premises for reletting.**
- (c) Pursuing to any of the foregoing remedies shall not preclude Lessor from pursuing any other remedies provided at law or in equity, nor shall pursuit of any remedy by Lessor constitute or create a waiver of any**

rent due to Lessor hereunder or of any damages accruing to Lessor by reason of Lessee's violation of any of the covenants and provisions of this Agreement.

16. **ASSIGNMENTS AND SUBLETTING.**

- (a) **No Assignments or Subletting.** Lessee shall not assign, mortgage or hypothecate this Agreement or any interest in this Agreement, nor permit the use of the Premises by any person other than the Lessee, nor sublet said Premises or any part thereof without the prior written approval of the Lessor, which approval may be subject to such conditions as Lessor may deem appropriate. Any transfer of this Agreement from Lessee by merger, consolidation or liquidation shall constitute an assignment for the purpose of this Agreement. If approval is once given by the Lessor to the assignment of this Agreement or subletting the Premises or any part, thereof, Lessor shall not be barred from afterwards refusing to consent to any further assignment or subletting
- (b) **Lessee's Primary Liability.** Notwithstanding the foregoing, no assignment or subletting shall release or relieve the Lessee from the primary obligation and responsibility of making all payments and performing all obligations at the times and in the manner called for in this Agreement.

17. **PERSONAL OR PROPERTY RISK.** All personal property in the Premises shall be at the Lessee's sole risk; and the Lessor shall not be liable to the Lessee for any injuries or damages to Lessee, Lessee's property, or any person or property on the Premises by express or implied invitation of Lessee, in the absence of negligence or omission of Lessor, its agents, servants or employees. The Lessee agrees to indemnify and hold the Lessor harmless from any and all damages or claims which the said Lessee may be compelled to pay on account of injuries to the person or property of any person in the Premises for any purpose whatsoever, where the aforesaid injuries are caused by the negligence or omission of Lessee, its agents, servants or employees, or by any person entering upon the premises under express or implied invitation of the Lessee.

18. **JANITORIAL AND MAINTENANCE SERVICES.** The Lessor will provide reasonable and adequate janitorial and maintenance services for the Premises.

19. **QUIET ENJOYMENT.** The Lessee, upon the payment of the rent and the performance of all the terms of this Agreement, shall at all times during the term of this Agreement peaceably and quietly enjoy the Premises without any disturbance from the Lessor or from any other person claiming through the Lessor or from any other person claiming through the Lessor.

20. **NO WAIVER.** No delay in exercising or omission of the right to exercise any right or power shall be construed as a waiver of any breach or default or as acquiescence thereof. One or more waivers of any covenant, term or condition of this Agreement by the Lessor shall not be construed by the other party as a waiver of continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by the Lessor to or of any act by the Lessee of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

21. **POSSESSION AFTER TERMINATION.** If Lessee shall fail to vacate and surrender the possession of the Premises at the termination of this Agreement, whether by expiration of the original or any renewal term hereof, default or any other basis herein provided, the Lessor shall, in addition to any and all other rights provided herein and provided by law and without waiving any such rights or extending the term of this Agreement, be entitled to such rights, be entitled to recover from the Lessee as liquidated damages and amount equal to two times the amount of rental Lessee would have paid for a period prior to termination equal in time to the period from the termination of this Agreement until the date said premises are vacated and surrendered.
22. **NOTICES.** All notices required herein to be given by the Lessee to the Lessor or by the Lessor to the Lessee shall be in writing and shall be given by certified or registered mail, return receipt requested, and sent to the Lessor at the following address:

Cindy Greene
Dickerson Realty Corporation
Post Office Box 5011
Monroe, North Carolina 28110-0519

or sent to Lessee at the following address:

Barry G. Wyatt, Director
Union County
500 N. Main Street, Suite 8
Monroe, NC 28112

or to such other person or place as shall be designated in writing by the Lessor or the Lessee.

23. **COMPLIANCE WITH LAW.** The Lessee shall, at its own expense, comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon the Lessor or the Lessee with respect to the Premises. The Lessee shall at its own expense, obtain all required licenses or permits for the conduct of its business within the terms of this Agreement, or for the making of repairs, alternation, improvements or additions.
24. **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
25. **LESSOR'S ASSIGNMENT, MORTGAGE OR FORECLOSURE.** Upon the written request of the Lessor, Lessee will subordinate Lessee's rights hereunder to the lien of deed of trust or deeds of trust, or to the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land of which the Premises are a part, provided that the beneficiary of such deed of trust or other lienholder shall agree in writing, that so long as the Lessee is not in default under the terms hereof, such beneficiary or lienholder shall not disturb Lessee's rights under this Agreement. Lessee, in case of foreclosure or sale pursuant to the terms of any security instrument, agrees to attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor under this Agreement. Lessee agrees to execute any document which may be required to effectuate the subordination and otherwise carry out Lessee's obligations under this paragraph, and failing to do so within thirty (30) days after written demand, does make, constitute and irrevocably appoint Lessor as Lessee's attorney-in-fact and in Lessee's name, place and stead so to do.

26. **AMENDMENTS.** This Agreement may not be modified, supplemented or amended except in writing duly executed by the Lessor and the Lessee.
27. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon the Lessor, the Lessee and their respective successors and assigns, subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Agreement to be executed in their respective names by their duly authorized officers for and on their behalf, as of the date first written above.

DICKERSON REALTY CORPORATION

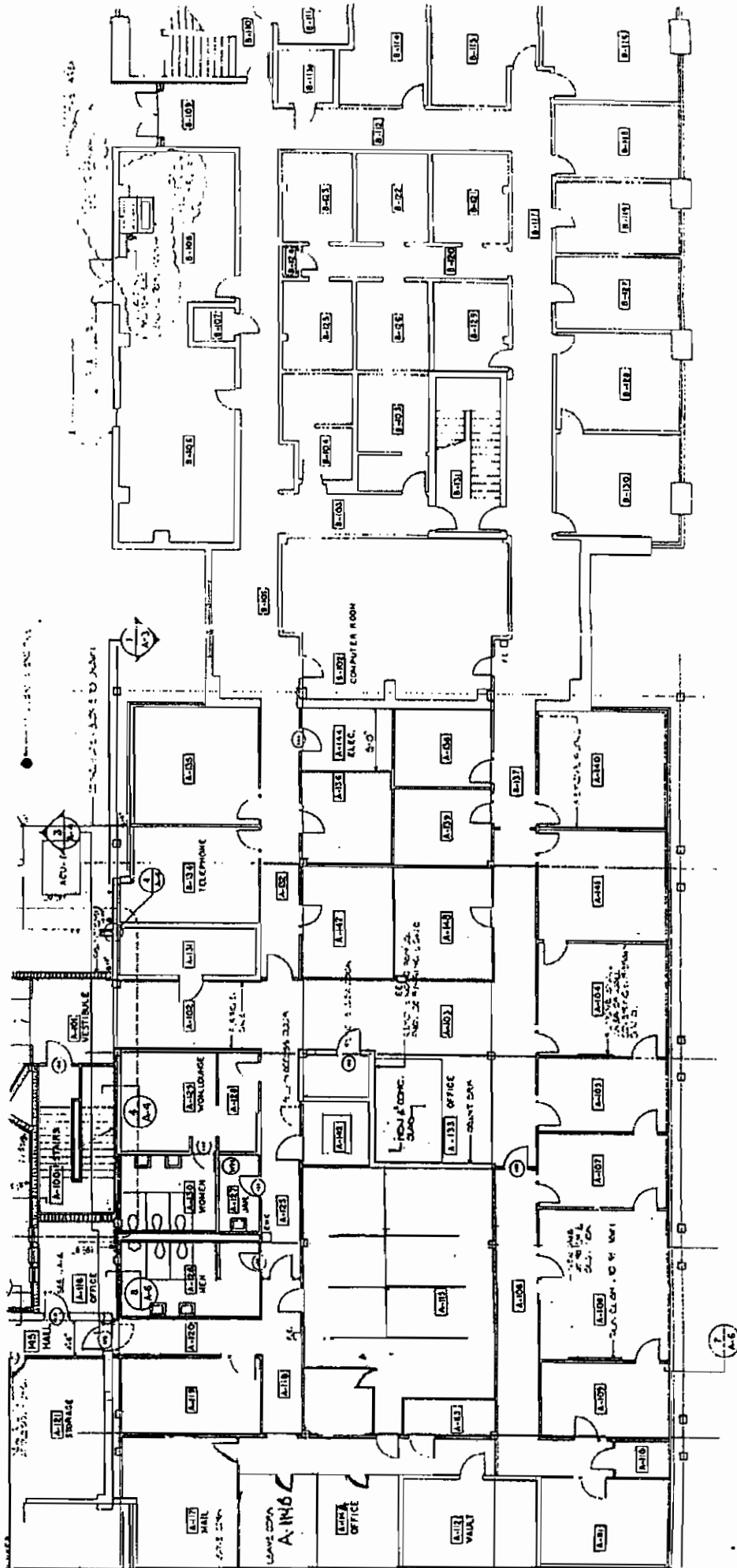
By: _____
Cindy P. Greene, Vice President

UNION COUNTY

By: _____
Kim Rogers, Chairman

EXHIBIT "A"

Office space located on the 1st floor of the Dickerson building numbered Rooms A-107, A-108, A-109, B-102, B-112, B-114, B-115, B-116, B-117, B-118, B-119, B-120, B-121, B-122, B-123, B-124, B-125, B-126, B-127, B-128, B-129, and B-130 on Exhibit "B".



**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 4/19/10

Action Agenda Item No. 6/5
(Central Admin. use only)

SUBJECT: Food Service Contract

DEPARTMENT: Sheriff's Office/Jail

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:

Captain Steve Simpson

TELEPHONE NUMBERS:

704-283-3578

704-400-4584

DEPARTMENT'S RECOMMENDED ACTION: Authorize the County Manager to send written notice to Aramark Correctional Services, LLC ("Aramark") stating that the County is exercising its unilateral right to extend the County's Food Services Agreement under the same terms and conditions for an additional term of one year that will begin on July 1, 2010 and will end on June 30, 2011.

BACKGROUND: In 2009 the Sheriff's Office entered into a new contract with Aramark Correctional Services, LLC to provide meals to the Union County Jail inmates as well as the Nutrition for the Elderly Program. The initial contract term was from March 1, 2009 through June 30, 2010. The contract gives the County the unilateral right to extend the contract under the same terms and conditions for two additional terms of one year each upon provision of written notice to Aramark not later than thirty days prior to the expiration of the then-current term. The contract gives Aramark the right to increase the price paid per meal, as of March 1st of each year, up to the same percent as the twelve month increase in the Consumer Price Index for the Southern Region as published by the Federal Government Bureau of Labor Statistics. The base period for the calculation of any increase is the 12 month period January through December prior to the Contract anniversary date.

FINANCIAL IMPACT: Approximately \$547,340 for inmate food service only. Nutrition has budgeted for 70,000 meals @ \$2.852 for a total cost of \$199,640.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

AGENDA ITEM
6/6
MEETING DATE 4-19-10

MOTOR VEHICLE TAX REFUNDS
for MARCH 2010

Approval of Board of County Commissioners not required:

Collector Refunds for MARCH 2010	2,953.87
Adjustment to Collector Refund Register for March	(889.12)

To be approved by Board of County Commissioners on 4-19-2010
(to be submitted by Assessor's Office)

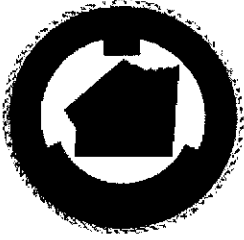
Assessor Refunds for MARCH, 2010	1,709.85
Adjustment to Assessor Refund Register for March	(622.59)

Approval requested for overpayments:

Overpayments for MARCH, 2010	<u>5,699.83</u>
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Total to be refunded for MARCH, 2010	<u><u>8,851.84</u></u>
--------------------------------------	------------------------

Dellis Cox
4-6-10



UNION COUNTY
Office of the Tax Administrator # 6/7
Collections Division
500 N. Main St. Ste 119
P.O. Box 38
Monroe, NC 28111-0038

AGENDA ITEM
MEETING DATE 4-19-10
704-283-3848
704-283-3897 Fax

TO: County Commissioners
FROM: John Petoskey
Tax Administrator 
DATE: March 15, 2010
SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending February 28, 2010 is attached for your information and review.

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

Attachment

JP/PH

**FEBRUARY 2010
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

FEBRUARY 28, 2010 REGULAR TAX	2010	2009	2008	2007
BEGINNING CHARGE	57,052.50	147,371,844.99	143,627,664.48	116,295,633.10
DISCOVERIES	63,422.24			
FARM DEFERMENTS		921.06	921.06	410.95
RELEASES	(717.37)	(43,425.46)	(14,857.36)	(2,999.42)
WITE OFF \$1.00 OR LESS				
TOTAL CHARGE	119,757.37	147,329,340.59	143,613,728.18	116,293,044.63
BEGINNING COLLECTIONS	75.00	135,380,697.28	141,178,997.00	115,602,393.73
CRRT JAN. PERCENTAGE REPORT	(75.00)			
COLLECTIONS	48,169.81	2,756,423.04	189,469.02	25,891.09
TOTAL COLLECTIONS	48,169.81	138,137,120.32	141,368,466.02	115,628,284.82
BALANCE OUTSTANDING	71,587.56	9,192,220.27	2,245,262.16	664,759.81
PERCENTAGE OF REGULAR	40.22%	93.76%	98.44%	99.43%
FEBRUARY 28, 2010 MOTOR VEHICLE				
BEGINNING CHARGE		7,572,497.37	11,731,277.28	12,061,261.18
9TH MOTOR VEHICLE BILLING		714,626.30		
ASSESSOR RELEASE		(3,228.78)	(498.11)	(70.76)
ASSESSOR REFUND		(482.63)	(822.87)	(126.77)
COLLECTOR RELEASE		(4,490.29)	(780.20)	
COLLECTOR REFUND		(1,402.77)	(719.48)	
REIMBURSEMENTS		4,161.40	1,064.15	230.29
ADJUSTMENTS		23.15	2.71	0.25
TOTAL CHARGE		8,281,703.75	11,729,523.48	12,061,294.19
BEGINNING COLLECTIONS		5,846,279.77	11,370,311.21	11,916,015.65
COLLECTIONS		775,301.17	69,593.19	7,068.58
TOTAL COLLECTIONS		6,621,580.94	11,439,904.40	11,923,084.23
BALANCE OUTSTANDING		1,660,122.81	289,619.08	138,209.96
PERCENTAGE OF MOTOR VEHICLE		79.95%	97.53%	98.85%
OVERALL CHARGED		155,611,044.34	155,343,251.66	128,354,338.82
OVERALL COLLECTED		144,758,701.26	152,808,370.42	127,551,369.05
OVERALL PERCENTAGE		93.03%	98.37%	99.37%

**FEBRUARY 2010
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

FEBRUARY 28, 2010 REGULAR TAX	2006	2005	2004	2003
BEGINNING CHARGE	96,278,529.89	86,247,747.08	75,936,399.69	60,651,659.92
DISCOVERIES				
FARM DEFERMENTS	10.75			
RELEASES	(2,452.31)	(2,246.20)	(1,453.40)	
WITE OFF \$1.00 OR LESS				
TOTAL CHARGE	96,276,088.33	86,245,500.88	75,934,946.29	60,651,659.92
BEGINNING COLLECTIONS	95,849,961.66	86,000,301.03	75,769,103.06	60,532,473.18
CRRT JAN. PERCENTAGE REPORT				
COLLECTIONS	4,842.94	488.78	299.45	1,049.17
TOTAL COLLECTIONS	95,854,804.60	86,000,789.81	75,769,402.51	60,533,522.35
BALANCE OUTSTANDING	421,283.73	244,711.07	165,543.78	118,137.57
PERCENTAGE OF REGULAR	99.56%	99.72%	99.78%	99.81%
FEBRUARY 28, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	10,333,521.71	-	-	-
9TH MOTOR VEHICLE BILLING				
ASSESSOR RELEASE				
ASSESSOR REFUND				
COLLECTOR RELEASE				
COLLECTOR REFUND				
REIMBURSEMENTS	221.79			
ADJUSTMENTS				
TOTAL CHARGE	10,333,743.50	-	-	-
BEGINNING COLLECTIONS	10,242,448.99	-	-	-
COLLECTIONS	1,310.26	-	-	-
TOTAL COLLECTIONS	10,243,759.25	-	-	-
BALANCE OUTSTANDING	89,984.25	-	-	-
PERCENTAGE OF MOTOR VEHICLE	99.13%			
OVERALL CHARGED	106,609,831.83	86,245,500.88	75,934,946.29	60,651,659.92
OVERALL COLLECTED	106,098,563.85	86,000,789.81	75,769,402.51	60,533,522.35
OVERALL PERCENTAGE	99.52%	99.72%	99.78%	99.81%

**FEBRUARY 2010
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

FEBRUARY 28, 2010 REGULAR TAX	2002	2001	2000	1999
BEGINNING CHARGE	51,673,900.40	48,122,649.67	43,552,864.81	40,736,778.57
DISCOVERIES				
FARM DEFERMENTS				
RELEASES				
WITE OFF \$1.00 OR LESS				
TOTAL CHARGE	51,673,900.40	48,122,649.67	43,552,864.81	40,736,778.57
BEGINNING COLLECTIONS	51,588,679.84	48,059,672.88	43,509,505.28	40,698,314.62
CRRT JAN. PERCENTAGE REPORT				
COLLECTIONS	468.25	169.67	79.67	9.63
TOTAL COLLECTIONS	51,589,148.09	48,059,842.55	43,509,584.95	40,698,324.25
BALANCE OUTSTANDING	84,752.31	62,807.12	43,279.86	38,454.32
PERCENTAGE OF REGULAR	99.84%	99.87%	99.90%	99.91%
FEBRUARY 28, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
9TH MOTOR VEHICLE BILLING	-	-	-	-
ASSESSOR RELEASE	-	-	-	-
ASSESSOR REFUND	-	-	-	-
COLLECTOR RELEASE	-	-	-	-
COLLECTOR REFUND	-	-	-	-
REIMBURSEMENTS	-	-	-	-
ADJUSTMENTS	-	-	-	-
TOTAL CHARGE	-	-	-	-
BEGINNING COLLECTIONS	-	-	-	-
COLLECTIONS	-	-	-	-
TOTAL COLLECTIONS	-	-	-	-
BALANCE OUTSTANDING	-	-	-	-
PERCENTAGE OF MOTOR VEHICLE				
OVERALL CHARGED	51,673,900.40	48,122,649.67	43,552,864.81	40,736,778.57
OVERALL COLLECTED	51,589,148.09	48,059,842.55	43,509,584.95	40,698,324.25
OVERALL PERCENTAGE	99.84%	99.87%	99.90%	99.91%

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2010

Action Agenda Item No. 6/8
(Central Admin. use only)

SUBJECT: Tax billing and Collection Software -- Authorize the County Manager to terminate the software support services component

DEPARTMENT: Tax Administration **PUBLIC HEARING:** No

ATTACHMENT(S):
1) Cover memo from Tax Administrator

INFORMATION CONTACT:
John Petoskey

TELEPHONE NUMBERS:
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Authorize the County Manager to terminate the software support services component of Union County's agreement with Manatron, Inc., dated June 17, 2002, as amended by amendments dated February 23, 2004, April 14, 2004, June 16, 2004, August 31, 2004, July 19, 2006 and December 19, 2008.

BACKGROUND: The Tax Administrator's Office is currently operating an aging billing and collection software component that was installed over five years ago by Manatron Inc. There are only three jurisdictions left in the country running this particular version and they are all in the process of converting to more modern systems. Consequently, the Union County Tax Office billing and collection version is not being well supported by the out of state vendor, Manatron. Recent upgrades mandated by state legislative changes have been received late, difficult to implement and expensive. The situation has become unacceptable. It is therefore, the recommendation of the Tax Administrator's office to terminate the billing and collection support/maintenance services portion of the Manatron contract with Union County.

FINANCIAL IMPACT: The software support services component of the aforementioned contract with Manatron Inc. would have been \$50,722 for FY 10-11. The new company contract with Cox and Co. will be for \$44,000; with a net savings of \$6,722.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2010

Action Agenda Item No. 6/8
(Central Admin. use only)

SUBJECT: Tax billing and Collection Software --new contract

DEPARTMENT: Tax Administration **PUBLIC HEARING:** No

ATTACHMENT(S):

- 1) Cover memo from Tax Administrator
- 2) Billing and collection software cost comparison
- 3) Cox contract

INFORMATION CONTACT:

John Petoskey

TELEPHONE NUMBERS:

704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Authorize the County Manager to approve a tax billing and collection agreement with Cox and Company subject to legal review.

BACKGROUND: The Tax Administrator's Office is currently operating an aging billing and collection software component that was installed over five years ago. There are only three jurisdictions left in the country running this particular version and they are all in the process of converting to more modern systems. Consequently, the Union County Tax Office billing and collection version is not being well supported by the out of state vendor, Manatron. Recent upgrades mandated by state legislative changes have been received late, difficult to implement and expensive. The situation has become unacceptable.

As a result, the Tax Administrator's Office conducted an informal search for a new billing and collection system. One of the main criteria was to meet with vendors who had a strong presence in North Carolina. This narrowed the scope to three primary candidates. The Tax office attended demonstrations and accepted informal quotes from each vendor. After weighing the advantages and disadvantages (see cover memo from Tax Administrator) and considering the price and implementation time frame, one product was clearly the best choice for current needs. The software company chosen is a Charlotte based company, Cox and Company. Because their price to implement (\$44,000) is less than the amount budgeted in FY 10-11 for the current vendor (\$50,722), no additional funds are needed at this time.

It is therefore the recommendation of the Tax Administrator's Office to contract with Cox and Co. for converting Union County Tax Billing information and implementing their system (One Tax) before the next billing cycle. Assuming the software support services component of the County's MVP Tax software contract with Manatron, Inc. is terminated, this solution is at no additional cost to the county (in fact, there is a moderate savings) and it will immediately improve operations in the Collection and Administration Divisions.

FINANCIAL IMPACT: The new Cox. And Co. contract is for \$44,000. The current Manatron Tax billing and collection services would be \$50,722 for FY 10-11. The net savings is \$6,722.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



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

704-283-3746
704-283-3616 Fax

John Petoskey
Tax Administrator

INTEROFFICE MEMORANDUM

TO: Al Greene, County Manager
Union County Board of Commissioners

FROM: John Petoskey, Tax Administrator

SUBJECT: Board Action Request for tax billing and collection software change

DATE: March 30, 2010

Our office is currently operating on an aging billing and collection software component that was installed over five years ago. There are only three jurisdictions left in the country on this version and they are all converting to more modern platforms. Because we are one of the few installations left, our system is not well-supported and Manatron, the out of state vendor, is not providing us with software patches to keep the system up-date. Recent upgrades mandated by state legislative changes have been slow in coming, difficult to implement and when completed, have been very expensive. The situation has finally reached an unacceptable point.

As a result, the Tax Administrator's Office began an informal search for a new billing and collection system. One of our criteria was to meet with vendors who had a strong presence in North Carolina. This narrowed the scope to three primary candidates. The Tax Office attended product demos and accepted informal quotes from each vendor. After weighing the pro's and con's of each vendor, including price and implementation time frame, one product was clearly the best choice for our current needs. The software company chosen is a Charlotte based company, Cox and Company, and because their price to implement is less than the current vendor's maintenance cost for FY 10-11 (\$50,722), no additional funds are needed at this time.

The advantages of the One Tax billing and collection system from Cox and Co. are:

- It is very reasonable, \$44,000, and the cost of conversion is included in the maintenance fee.
- It is compliant and current, with North Carolina property tax laws right off the shelf (no additional modifications necessary).
- It is stable and dependable with a proven track record in North Carolina of over 19 years experience with more than 15 long-time clients (Counties).
- It is supported locally with knowledgeable programming staff.

The disadvantages of One Tax billing and collections software are:

- It is not Windows based but rather, it is older green screen technology.
- It has a limited ability to interact with modern third party software products.
- It may not be a good long term solution.

The Tax Administrator's Office recommended strategy is three-fold. Our first step would be to keep our current Manatron Mass Appraisal (CAMA) system because it is still performing and well-supported. This component is much more robust and has many analytical tools that the Appraisal Division depends upon to calculate market value. Conversely, One Tax has limited CAMA functionality and converting to their appraisal component would be a major departure from current methodology.

The second step is to contract with Cox and Co. for converting our data and implementing their tax billing and collection component (One Tax) before the next billing cycle. This solution is at no additional cost to the county and will immediately improve operations in the Collection and Administration Divisions.

The third step is to find and obtain funding for a more robust, combined appraisal, billing, and collection system in a future fiscal year.

The Board Action that is being requested at this time is to: 1) Authorize the County Manager to terminate the software support services component of the billing and collection contract with Manatron and 2) Authorize the County Manager to approve the billing and collection contract with Cox and Company subject to legal review.

Tax Administration

Billing and Collections Software Cost Comparison

	Tyler - Munis	Cox and Company	NCPTS	Manatron
Billing & Collection Software	\$ 194,200	\$ -	\$ 100,000	\$ 249,000
2010 Maintenance Fees	\$ -	\$ 44,000	\$ -	
Setup	\$ 25,500	\$ -	\$ 339,740	\$ 299,701
Training	\$ 65,800	\$ -	\$ 37,500	\$ 24,975
Data Conversion	\$ 32,200	\$ -	\$ 114,000	\$ 91,575
Modifications	\$ -	\$ -	\$ 46,470	\$ 50,000
3rd Party Software	\$ 31,000	\$ -	\$ -	\$ -
Hardware Costs	\$ 9,000	\$ -	\$ -	\$ -
Travel Expenses	\$ 20,000	\$ -	\$ -	\$ -
Total Initial Cost	\$ 377,700	\$ 44,000	\$ 637,710	\$ 466,251
Recurring Costs				
Billing & Collection Software - Maintenance	\$ 42,810	\$ 44,000	?	\$ 100,961
3rd Party Software Maintenance	\$ 6,200		?	\$ -
	\$ 49,010	\$ 44,000	??	\$ 100,961

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

2461

Party/Vendor Name: Cox & Company

Party/Vendor Contact Person: Tom Cox, Jr. Contact Phone: 704-374-1750

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

Address: 500 East Morehead Street City: Charlotte State: NC Zip: 28202

Department: Tax Administration-Collections Amount: \$44,000

Purpose: ONETax Software License & Support

Budget Code(s)(put comma between multiple codes): 10-541500-5354

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: ASAP

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

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

Department Head's Signature: [Signature] Date: 3/10/10

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: 4/19/10

Clerk to confirm authorization given

Use Standard Template **RISK MANAGEMENT**

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

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance current COI on file

With incorporation of insurance provisions as shown, this document is approved by the Risk Manager: [Signature] Date: 3/11/10

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: _____

Software Agreement

Cox & Company

This is a legal Agreement, made by and between Cox & Company ("Company or We") and the County of Union ("Licensee or You"). The Effective Date is _____.

1. GRANT OF LICENSE. The Company grants to the Licensee a non-exclusive, non-transferable license to use part or all of the Software specified in the attached Exhibit and copies of any written documentation, guides, or materials provided by the Company for the sole usage by the Licensee. The term "Software" used in this Agreement refers to all programs and any written or electronic guides, documentation, and materials which are provided by the Company which would not reasonably be provided were this Agreement not in effect. Any specifications are attached and incorporated by reference.

2. IMPLEMENTATION ASSISTANCE. The Company will provide implementation assistance including on-site training and assistance, as well as data conversion.

On-site Training and Assistance. The Company will invest as much time as necessary to train and assist your departmental coordinators, managers, and workers. The Annual License and Support Fee specified in the Exhibit includes an allowance for days provided at no additional charge to you. If authorized by you in writing, we will provide additional assistance days at the per diem rate agreeable to both parties. The Company absorbs out-of-pocket expenses for travel and living expenses when we train or assist at your site.

Data Conversion. The Company will convert and balance any source data files you provide. You are responsible for providing the data source in a format that we can read.

3. ON-GOING SUPPORT: Beginning on the Effective Date and unless terminated or not renewed, the Company will provide the Licensee with the following services which support on-going usage of the Software:

New Releases. The Company will provide to the Licensee new releases and upgrades, if any, of the Software. The releases will include annual changes required by the state legislature or state agencies.

Error Correction. The Company will correct any errors that prevent the programs from performing as intended by the Company. This warranty applies only to the original Software or to changes made by the Company. It does not apply to changes made by the Licensee.

Telephone Assistance. The Company will provide telephone assistance to those employees designated by the Licensee and to answer questions concerning the usage and operation of the Software.

Remote Access to your System. The Licensee will provide secure remote access (for example, a VPN connection) to the Licensee's application server(s) to facilitate our support activities.

Support Tools. The Company will install on the Licensee's application server(s) certain programs which it uses 1) to support activities required by this Agreement or 2) to provide a level of service which goes beyond the requirements of this Agreement. These programs will be stored separately from the programming available under the Grant of License terms of this Agreement.

Source Programs. The Company will ship source programs for the Software with each release and hereby authorizes the Licensee to store the source programs as a contingency against the possibility that Cox & Company may cease operations and be unable to make necessary changes to the Software. All provisions of this Agreement would remain in effect, including those regarding intellectual property rights owned by the Company and trade secrets.

4. **RENEWAL AND TERMINATION PROVISIONS.** The Agreement remains in effect for 180 days beyond delivery to the Company via certified mail of a written notice of termination. The Licensee agrees to cease using the Software within 180 days of the receipt by the Company of the notice to terminate.

Should funds not be budgeted and appropriated, the Licensee will promptly so notify the Company in writing. In the event termination occurs under the terms of this section, payments due the Company will be prorated as of 180 days from the receipt by the Company of such notice of termination.

5. INTELLECTUAL PROPERTY. The Software is owned by the Company and is protected by United States copyright laws. The Licensee acknowledges that the license provided under this Agreement is a limited one and in no way will be construed to provide the Licensee an express or implied license to any of the Company's Intellectual Property Rights other than as expressly set forth in this Agreement.

6. PAYMENTS. Licensee agrees to pay to the Company the Annual License and Support Fee in the amounts, method, and timing specified in the attached Exhibit until terminated as provided above.

7. REPOSSESSION: The Company reserves the right to repossess all Software provided to Licensee pursuant to this Agreement upon violation of any part of this Agreement by Licensee, and after written notice to Licensee of the violation, and Licensee's failure to cure the violation within fifteen (15) days of receipt of the notice. In addition, Licensee agrees to pay all reasonable expenses incurred by the Company in enforcing its rights upon violation by Licensee.

The Licensee does not own a right-to-use the programs identified above in the Support Tools paragraph. If Support is not renewed or terminated, usage of these Support Tools must be terminated. If requested by the Company, the Licensee will certify that all copies of the Support Tools have been deleted from the application server and a copy will not be restored from backup media.

8. WARRANTY: The Company warrants that the Software will perform as intended by the Company, as indicated in printed or electronic guides or documentation provided by the Company. The Company agrees to fix errors discovered by the Licensee for as long as the Support provisions of this agreement are in effect.

The Company warrants and represents that no part of the Software is subject to any patent, copyright, license or trade secret which requires the consent of the holder thereof for the Licensee's use under this Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE COMPANY WILL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED PROGRAMS OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PROGRAMS.

9. LIMITATION OF WARRANTY: The Company will not be liable to Licensee for any loss, claim or action based on or arising out of the performance of this Agreement or by conditions created thereby beyond the total Software license fee and cost of modifications. Payment to the Company of the amount stated in paragraph six (6) above will be deemed complete acceptance by the Licensee of the Software provided.

With regard to the performance of each party's obligations arising out of the Agreement, neither party will be liable to any third party for any act or omission of the other party in the performance of its respective obligations. In addition, each party hereto agrees to indemnify the other party against, and hold such party, its respective employees, agents or participants with such, harmless from any and all third party claims, actions, proceedings, expenses, damages, liabilities, or losses (including, but not limited to attorney's fees and court costs) arising out of or in connection with the obligations performed by each respective party hereto.

10. TRADE SECRETS: Licensee will not divulge, nor permit any of its employees, agents or representatives to divulge any data or information with respect to the documentation, models, descriptions, forms, instructions or other relating thereto for the purpose of allowing its use by unauthorized persons or firms.

If the Licensee or any of its employees, agents or representatives will attempt to use, appropriate or dispose of the Software or any of its aspects or components or to duplicate or modify the contents thereof in a manner contrary to this Agreement, the Company will have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such acts or attempt.

11. LICENSE INFORMATION: The Company will not use or disclose to any other person or entity, either during the term of this Agreement or thereafter, any confidential information of Licensee to which the Company obtains access in connection with the program support services.

Confidential information is identified as such by the Licensee, but does not include information in the public domain.

12. COPIES: Unless authorized by the Company in writing, Licensee will not copy, or permit the copying of, in whole or part, any programs or materials which are provided by the Company in printed form under this Agreement. The Company will normally give its written authorization to copy certain specified training materials and procedure guides which are provided by the Company for use by the Licensee's employees.

Nor will Licensee copy, or permit to be copied, in whole or in part, any programs or other materials provided by the Company in machine-readable form except that the Licensee may make copies of the programs or other materials in printed or machine-readable form, for use by the Licensee for backup or emergency restart purposes, to replace a worn copy or to understand the contents of such machine-readable material.

The original and any copies of the programs and/or optional materials will be the property of the Company.

Licensee agrees to pay any costs including reasonable attorney's fees necessary to recover any unauthorized copies of the programs or other materials provided under this Agreement from third parties due to the fault or negligence of the Licensee.

13. PROGRAM MODIFICATIONS: No person who is not a permanent employee of the Licensee will perform any program modification to the Software for Licensee unless Licensee will have received written authorization to do so from the Company.

14. ASSIGNMENT: This Agreement is not assignable nor will Licensee sell, lease or otherwise provide to third parties the Software described herein without the Company's prior written consent.

15. CONFIDENTIALITY: In performing support, the Company and all its employees will comply with and maintain confidentiality requirements as required by the Licensee. The Licensee will notify the Company of its requirements for confidentiality in writing.

16. GENERAL PROVISIONS: No delay or other failure of the Company in exercising any right hereunder and no partial or single exercise thereof, will be deemed of itself to constitute a waiver of such right or any other rights hereunder.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written and oral, among the undersigned with respect to the subject matter hereof.

If any provisions of this Agreement is void or unenforceable by any court, then such provisions will be severable and will not affect the remaining provisions hereof.

This Agreement will be binding upon the heirs, assigns, and successors of the parties hereto. This Agreement will be governed by the internal laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement in duplicate originals as of the day and year first above written.

CUSTOMER: County of Union
Authorized Signature: _____
Name: _____
Title: _____
Date: _____

COX & COMPANY
Authorized Signature: _____
Name: Thomas Cox, Jr.
Title: President
Date: _____

APPROVED AS TO CONTENT:

Department Representative

ATTEST:

Corporate Secretary

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

SOFTWARE AGREEMENT

EXHIBIT I

Effective Date _____

Description of Software Provided

Annual License and Support Fee

ONETax

\$ 44,000 per year

Real Property Appraisal, Workflow Management, Locations (Central Address File), Permitting and Code Enforcement, Personal Property Listing, Real Property Listing, Tax Billing and Collection, Registered Vehicles -- Situs, Appraisal, and Billing, Revenue Ledger, Privilege License Billing and Collection, Taxpayer Service Portal, Smart Templates, Stored Files, Worker Messages.

Terms of Payment: Quarterly in advance from the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement,

Customer: County of Union

COX & COMPANY

Authorized
Signature: _____

Authorized
Signature: _____

Name: _____

Name: Thomas Cox, Jr.

Title: _____

Title: President

Date: _____

Date: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2010

Action Agenda Item No. 6/9
(Central Admin. use only)

SUBJECT: Athletic Field Use Fee Schedule

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

ATTACHMENT(S):

1. Recommended Athletic Field Use Fee Schedule
2. Marketing Plan for Jesse Helms Park Soccer Complex, with 3 attachments

INFORMATION CONTACT:

Matthew Delk, Assistant Manager
Bill Whitley, Assistant Parks and Recreation Director

TELEPHONE NUMBERS:

(Delk) 704-283-3656
(Whitley) 704-843-3919 (ext.22)

DEPARTMENT'S RECOMMENDED ACTION: Approve the attached Athletic Field Use Fee Schedule for Athletic Fields managed by the Union County Parks and Recreation Department.

BACKGROUND: The Jesse Helms Park Soccer Complex was opened on July 25, 2009, but there has been very little use. The Parks and Recreation Department and the Parks and Recreation Advisory Committee conducted a series of meetings through last Fall and Winter to study ways to increase usage of the complex. The attached documents include an updated fee schedule for the Board's consideration that includes changes recommended by the Advisory Board.

Please also find attached a Marketing Plan with three attachments for additional background information. The first attachment is an example of a reservation form to be used by the staff. The second attachment is a worksheet that staff will use to determine fees for specific reservation requests. The third attachment contains the full text of the recommendations and administrative procedures that were developed by the staff and the Advisory Board.

One key aspect of the plan is to offer a lowered fee schedule that will act as an incentive to attract more teams to use the facility. Those rates are time limited, and will be reevaluated at a later date. They are located at the bottom of the document.

If the attached Fee Schedule is approved by the Board of Commissioners, the Staff will work

with the Union County Soccer League to negotiate appropriate field rental fees designed for tournaments and other special competitions that incur a high impact on the facility. After these discussions take place, we will bring those recommended fees to the BOCC for approval at a later date. Those fees are marked with a "placeholder" on the attached fee schedule, and are described as "Yet To Be Determined" in the Fee column. The Parks and Recreation Department and the Advisory Board recommends approving the other fees now, so that they will be in place for late spring and summer reservations.

Even with the current economic situation, the Advisory Committee believes that these changes will provide a stimulus towards active use of this soccer facility within the next 12-18 months.

FINANCIAL IMPACT: The financial impact will be determined based on the amount of increased usage.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

ATHLETIC FIELD USE FEE SCHEDULE

<u>Non-Tournament Fees</u>	<u>Fee</u>
County-Wide Annual Athletic Field Use Entrance Permit	\$20
Three Game Rental Fee for Non-Tournament Play	\$110 for UC Residents \$220 for Non-Residents
All previously approved fees remain in effect for "Non-Tournament Play".	
<u>Tournament & Play-Off Fees</u>	
<u>Standard Agreement or Contract</u> (Union County Residents)	
Events for up to 100 people and/or 2 games	\$200
Events for between 101-200 people and/or three games	\$250
Events for between 201-300 people and/or up to six games (Jesse Helms Park HP Only)	\$400
Union County Approved Resident Sponsored Events.....	Rate Calculated at 50% of Fee listed in this section.
<u>Specialized Agreement or Contract</u>	
Union County "Friendly" 2-Day Tournament *	Appropriate Fees Yet To Be Determined. Staff will work directly with the Union County Soccer League to negotiate appropriate <u>field rental and concessions fees</u> for tournaments. Staff will bring those recommended fees back to the BOCC at a later date.
Non-Union County "Friendly" 2-Day Tournament *	
Union County Sanctioned Tournament *	
Non-UC Sanctioned Tournament *	
UC 501C3 Non-Profit Tournaments	
Special Contract Late Agreement Submittal Fee (5 Working Days Required.).....	\$100 / Day
Set-Up/Tear Down Fee for Extras Days of Field Use	10%/Day of Agreement Fee
Vehicle Entrance Permit (Max Capacity: 14) for Entire Tournament	\$6.00 Each
<u>Other Athletic Field Related Items</u>	
Concession Stand Partnership Fees	[REDACTED]
Additional After Hours Charge per Hour (Max. 4 Hours)	\$50
Tent (Approx. 20' x 30') Rental at Jesse Helms and Fred Kirby Parks	\$150
Hourly rate per person of additional requests (non-prorated)	\$25
Hourly rate for additional machinery tasks	\$25
Any other unforeseen requests will be negotiated with approval of the Parks & Rec. Advisory Committee using comparable pricing.	Case by Case Basis
<u>Fee Schedule For Jesse Helms Park Athletic Fields</u> <u>(Tournament and Non-Tournament Play) Through June 2012</u>	<u>Fee</u>
UCAC and UC Local School Teams	Rate Calculated at 50% of Approved Fee thru June 2012.
Other Non-Profit Teams (Must have a Non-Profit ID Certificate)	Rate Calculated at 50% of Approved Fee thru June 2011.
	Rate Calculated at 75% of Approved Fee between July 2011 and June 2012.
For Profit Teams	Rate Calculated at 50% of Approved Fees thru June 2011.

MARKETING PLAN FOR Jesse Helms Park Soccer Complex

Problem Statement:

Jesse Helms Park Soccer Complex is not being used at present and the County must encourage the use of the complex through good “marketing techniques”.

Background Information:

Parks and Recreation Staff and the Parks and Recreation Advisory Committee are very concerned about the lack of use of Jesse Helms Park Soccer Complex. Collectively, both have met during three different monthly meetings to discuss, research “best” marketing techniques, and develop procedures that would encourage the use of the recently opened Jesse Helms Park Soccer Complex.

Recommendations for Improvement:

Staff and the P&R Advisory Committee completed a total package of recommendations that fell into two main areas; (1) Fee changes requiring BOCC approval and (2) Staff administrative procedures. The comprehensive lists of recommendations discussed have been consolidated in the five recommendations below.

Summary Recommendation #1: Update the current Athletic Fields Rental Fee Schedule and design forms for staff use. Major changes include: (1) Designated fees for a maximum of three games, (2) Create a \$20 County-Wide Annual Athletic Field Use Entrance Permit, and (3) Provide special notes for staff to use in administering field rentals. *(See Attachment #1 as an example.)*

Summary Recommendation #2: Create an “Athletic Complex Rental Agreement Worksheet” for rentals of park athletic fields for a larger spectator crowd than expected for regular games (tournaments and play-offs). This worksheet will provide staff with a “standard menu of fees” for the event while providing important information in obtaining an agreement/contract with the renter. The agreement will also establish insurance requirements. This worksheet will be used to draft two types of contracts as shown on the worksheet: (1) Standard (Fill-In the Blank) Contract and (2) Specialized Contract *(See Attachment #2 as an example worksheet)*. Staff should then meet with the Union County Soccer League to negotiate appropriate field rental fees and bring back recommended fees to the BOCC for their approval at a later date.

Summary Recommendation #3: To better advertize the JHP fields for use for “Non-Tournament” Games, provide for the following incentives (in priority order) as shown below:

- (1) **UCAC and Local School Teams**: Recommend to the BOCC a special 50% fee through June 2012 to encourage use and eliminate the need to build new fields with UCAC Funds.
- (2) **Other Non-Profit Teams**: (Must have a Non-Profit ID certificate.); Recommend to the BOCC a special 50% fee through June 2011, followed by a special 75% fee through June 2012.
- (3) **For Profit Team**: Recommend to the BOCC a special 50% fee through June 2011.

Summary Recommendation #4: Create other opportunities for use of the soccer fields through:

- (1) Allowing “specialty events” that can be held at athletic parks that will not damage the turf.
- (2) As funds become available, make two fields at JHP Multi-use fields.

Summary Recommendation #5: The Parks and Recreation Department should partner with an approved soccer group to hold a “free soccer clinic” in July for the next two years at the JHP Soccer Complex.

UNION COUNTY PARKS AND RECREATION

5213 Harkey Road, NC 2813 704-843-3919

Attachment #1

EXAMPLE

DATE _____

Athletic Fields Rental Fee Schedule (Non-Tournament Use Only)

	<u>2-Hour Practice Session</u>	<u>(1) Game*</u>	<u>(2) Games*</u>	<u>(3) Games*</u>
Resident	\$15.00	\$50.00	\$80.00	\$110.00
Non-Resident	\$30.00	\$100.00	\$160.00	\$220.00
Lights Resident	\$15.00			
Lights Non-Resident	\$30.00			

* Games must be same day rental. A maximum of three games are allowed for "non-tournament play".

User/Group Name: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Contact Person: _____
 Day Phone: _____ Evening Phone: _____
 Location Requested: Cane Creek Park _____ Fred Kirby Park _____ Jesse Helms Park _____
 Type Field Requested: Ball Field _____ Soccer Field _____
 Number of Field (if known): #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____
 Date of Use: _____ Time Period Requested: _____

Requirements to Reserve Field:

- ◆ Field use will be by reservation only. **RESERVATION REQUESTS ARE TAKEN MONDAY – FRIDAY (EXCLUDING HOLIDAYS) FROM 8:30 A.M. – 4:30 P.M.** An administrative fee of \$4.00 will be charged for each reservation made, and for each change requested after the initial reservation has been completed.
- ◆ Transfers of reserved field use to users or groups different from the one listed above are not allowed without prior approval from the Parks and Recreation Director and will subject the offender to temporary or permanent exclusion from Union County Fields.
- ◆ Reserved fields must be paid in full within 10 working days (Monday – Friday) of the date the request was made and must be received 48 hours prior to use. Reservations made less than two weeks in advance must be paid in full at the time reservation is made.
- ◆ Clean-up and damage deposit may be charged in advance and refunded if not used. Costs in excess of deposit will be billed when necessary.
- ◆ Signature on request form accepts complete responsibility.
- ◆ All regulations must be followed (see reverse side and attachment).
- ◆ 51% of Team Members residing in Union County qualifies for Resident Rate.
(attach a roster of team members including name, complete address, and phone number)

Total # of Team Members _____	FIELD RENTAL COST	\$ _____
# of Union County residents _____	Administrative Fee	\$ 4.00
# of non-residents _____	TOTAL AMOUNT DUE	\$ _____

Special Notes :

- (1) Rental of field does not include required park entrance fee.
- (2) Union County reserves the right to limit the use of coolers/containers when concessions are being sold. See notes on following page.

Signature of Responsible Person: _____

(see next page)

Use of this form:

This form is to be limited to non-tournament and non-playoff play only. Due to a larger than normal spectator crowd, tournament play and end-of-season playoffs require a contract/agreement. Call 704-843-3919 for more information for use of athletic fields during for tournaments and playoffs.

Entrance Fees:

Park Entrance Fees are required at all County Parks. With athletic field rentals, **FIVE (05)** player/coach passes and **TWO (2)** referee passes will be provided to the responsible person listed on the rental form. Team players and coaches are encouraged to car-pool to save on parking at the athletic facility. A *\$20 County-Wide Annual Athletic Field Use Entrance Permit* can be purchased through Qualified Union County Teams. These permits can be purchased by a family member(s) to a person listed on the team roster. (Family members are limited to parents, grandparents, siblings with driver's license, and/or legal guardian.

Coolers, Containers, Food, and Drink:

Union County reserves the right to limit the use of coolers, containers, outside food, and outside drink on park premises when concessions are being provided for sale for the event. For the safety of the players, one team cooler is authorized for player use only and will be located at the team's bench. Concession items may not be sold by any other person/team/sponsor/etc.on county property.

ATHLETIC COMPLEX RENTAL AGREEMENT WORKSHEET

NAME OF GROUP & DATE REQUESTED _____

Attachment #2

(EXAMPLE Only)

Agreement/Rental Type	Required Fee	Rental Cost
Standard Agreement (One Day Event and 5 Hour Event Maximum)	(** 50% of Fee must be paid to confirm reservation) (Limited Legal & Preparation Requirements Required)	
	Up to 100 people and/or 2 Games	\$ _____
	101 to 200 people and/or 3 Games	\$ _____
	201 to 300 People and/or 6 games (JHP Only)	\$ _____
	10 Permits/Registered Team plus 1 per each referee	\$0.00
	No Charge	\$ _____

Notes for Standard Rental Agreement:

(1) This type agreement to be used when long-range planning is not practicable.
 (2) Must provide all required certificates at least 24 hours prior to the event
 (3) Entrance fees are collected at the gates and are property of Union Co.
 (4) County-Wide Annual Athletic Field Use Entrance Permit authorized for use.
 (5) Union County Resident Teams receive a 50% discount.

Total _____

Specialized Agreement Required (Tournaments)	Description	Rental Cost
	"Friendly Tournament" (2-Day Event)	\$ _____
	_____	\$ _____
	_____	\$ _____
	"Tournament Tournament" (2-Day Event)	\$ _____
	_____	\$ _____
	_____	\$ _____
	Specialized Agreement Total Cost	\$ _____

Specialized Agreement -- Late Agreement Fee	If all paperwork not correctly filled in and submitted to Park Director in proper timeframe. (Five <u>business days</u> prior to event)	\$100 per business day.	\$ _____
--	---	-------------------------	----------

Fees	Description	Rate	Cost
Set-Up/Tear Fees	Daily fee for using premises for set-up/tear down of event	10%/day of Agreement Fee	\$ _____
Preparation Fees	Covers preparing fields (mowing of fields, "Park's Standard Field Layout" including painting of fields).	No Charge	\$ _____
Entrance Permits	10 Permits/Registered Team plus 1 per each referee	No Charge	\$ _____
Additional Entrance Permit Fees	Each additional entrance permit for entire tournament (Note: Any Entrance Fees received at the gate are retained by Union County)	\$6.00/Permit	\$ _____
Concession Stand Partnership Fees	Union County to receive 25% of <u>net profits</u> if ran as a partnership, otherwise all funds property of UC	(Actual Fees To Be Determined after event)	TBD
	Standard Support Fees		\$ _____

ADDITIONAL FEES UPON SPECIAL REQUEST.			
After Hours Charge (per hr.)	Requires Duty Ranger and Main. Mechanic (Minimum of one hour and not pro-rated)	\$50/hour (Max. of 4 hours)	\$ _____
Cost for Portable Tent	Includes pitching and recovery of tent (if available / 20' x 30')	\$150 each	\$ _____
Hourly rate per person for additional requests	Minimum of 1 hour and not prorated	\$25	\$ _____
Hourly rate for additional machinery tasks.	Minimum of 1 hour and not prorated. (if available)	\$25	\$ _____
Electrical Charges	Will be charged based on meter reading over _____ KWH.	Case by Case Basis	\$ _____

Any other unforeseen requests will be negotiated with approval of Parks & Rec. Advisory Committee using comparable pricing. Case by Case Basis \$ _____

Total Additional Fees	\$ _____
Standard Agreement Total	\$ _____
Specialized Agreement Total	\$ _____
Standard Support Fees	\$ _____
Total Charges	\$ _____

**Recommendations to
Encourage Use of
Jesse Helms Park Soccer Complex**
(with Staff and Advisory Committee Comments)

Attachment #3

Parks and Recreation Staff wishes to develop procedures that would encourage the use of the recently opened Jesse Helms Park Soccer Complex, and to a lesser degree other county owned athletic fields. Staff has considered all information that was discussed at the December 9, 2009 Advisory Committee meeting and has also reviewed all follow-up e-mailed recommendations that were received from Advisory Committee Members.

The following baseline facts and assumptions were considered by Staff when developing any recommendations:

- (1) This park soccer complex was built with two purposes in mind:
 - a. Follow the Comprehensive Parks and Recreation Master Plan with recommendations from the general public workshops
 - b. Serve as game fields for Union County Athletic Council (UCAC) organizations
 - c. Serve as a revenue source for the County through holding "tournaments", thereby bringing out-of-county tax dollars into Union County
- (2) Based on the Cost Benefit Analysis provided by Advisory Committee Member, Lyncoya Simpson, the current fees are appropriate **but only** after the park builds an adequate clientele.
- (3) Based on a copy of an Agreement for the Stonewall Jackson Soccer Complex (Cabarrus County/Concord), an agreement with Union County Athletic Association Soccer Teams (Union Soccer) would be in-line using the nearby county's agreement procedure as a starting point.
- (4) Union County needs to develop special fees to draw interest, build the clientele, and encourage use of the facility. At the end of the time period (June 30, 2012) established for the special fees, customers fully understand the value of the facility and prices would return to the current fee structure.
- (5) The entrance fees are used for two primary purposes:
 - a. Security for the children using the facility. Often, the children/youth's parents do not stay for the game/practice, leaving the coach responsible for their safety. It is extremely difficult to adequately watch all players at all times. Staff can better monitor who is really using the park for the intended purposes and assist in providing a safer environment for the children. (Anyone causing problems would be asked to leave the property.)
 - b. Provide revenues, from the users of the park, in much the same way as Cane Creek Park.
- (6) Tournaments are best run by organizations familiar with the process.

- (7) Jesse Helms Park will be minimally-staffed when fully developed, which will require Union County Parks and Recreation to partner with organizations in encouraging use of the park by youth.
- (8) Since Union County residents pay County Taxes which are used to support Parks and Recreation, they should be permitted to pay lesser fees (for field rentals) than non-county residents.
- (9) For large events having lots of people (like tournaments and special events), Union County is better safeguarded with a written/signed agreement that requires a certificate of insurance.
- (10) The County should look at other avenues which would provide additional revenues for the use of Jesse Helms Park, as long as the "game fields" will not be damaged. This would include establishing two multi-use fields.

(Please refer to these facts and assumptions when considering the recommendations.)

Based on staff research and Advisory Committee input, Staff would like to make recommendations in the following areas for your consideration:

- (1) Use of fields (based on their request)
 - a) Union Soccer Club (all UCAC teams in good standing)
 - b) Wingate Athletic Association
 - c) East Union Middle School
- (2) Entrance Fees for Athletic Field Use
- (3) Field Use Fees for "Non-Tournament" Games
- (4) Fees for Tournament Play
- (5) Operation of Concession Stand
- (6) Forms required for usage
- (7) Soccer Clinic(s)
- (8) Multi-Purpose Fields

Recommendation #1: (Staff)

USE OF FIELDS BY UNION SOCCER CLUB, WINGATE ATHLETIC ASSOCIATION, AND EAST UNION MIDDLE SCHOOL (BASED ON THEIR REQUEST).

Administrative
In nature.



a. Union Soccer Club:

- Work with the organization for reserving (4) fields for 5 Saturdays (as requested) / Maximum 3 games per field.
- Look at entering into an agreement to hold up to (4) tournaments at IHP each year (See notes in other area).

b. Wingate Athletic Association:

- Since they do not have adequate playing fields in the area, allow a maximum of (1) practice per established team per week. An approved "team roster" is required to obtain a practice time.
- Provide fields as needed for home games (if available).

c. East Union Middle School:

- Provide fields for games as needed (if available).
- Since they do not have adequate playing fields in the area, allow a maximum of (1) practice per established team per week. An approved "team roster" is required to obtain a practice time.

Advisory Committee's Recommendation:

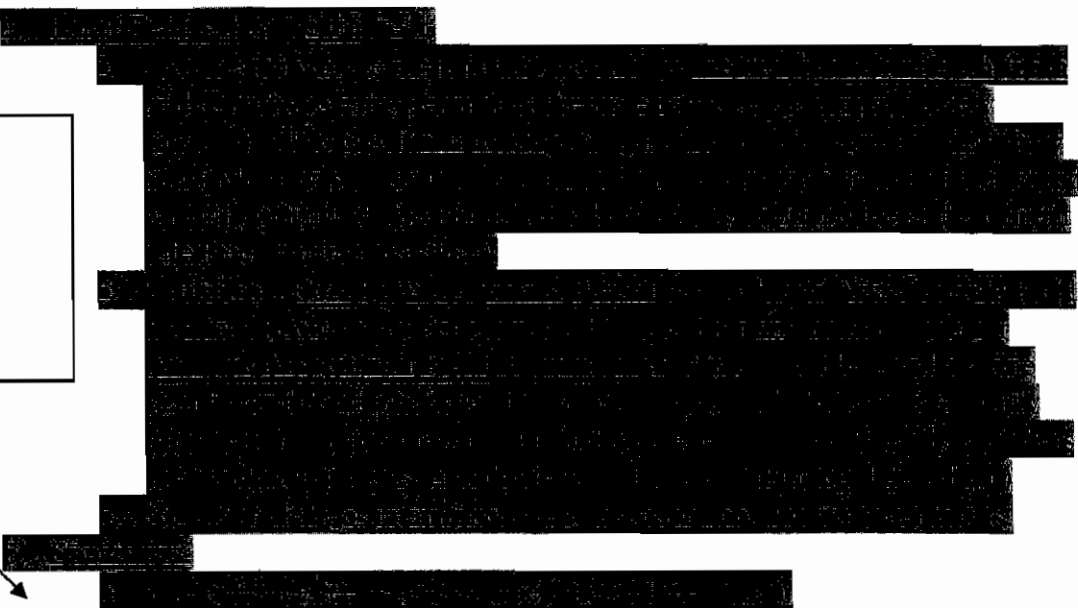
Approve Recommendation #1 as drafted by the Parks and Recreation Staff.

(No Changes.)

Recommendation #2: (Staff)

ENTRANCE FEES FOR ATHLETIC FIELD USE:

Information applied to New Athletic Fee Schedule



Information Applied To Draft Worksheet

c. Tournament Play

- Provide 10 "Tournament dated" vehicle mirror permits for each team registered in the event to the leasee of the tournament. If not issued a decal, the owner of vehicle must pay entrance fee at the posted rate. (All entrance fees will be property of Union County in all situations.) Notes: (1) This will encourage car pooling and reduce the lines out into the highway which could be a potential traffic issue. (2) These passes may not be resold by leasee.
- Sell additional special "Tournament Event" passes to the leasee upon request for \$6.00 each (Place in the lease agreement) to diminish additional work on the Duty Park Attendant.
- Sell additional special "Tournament Event" passes to guests wanting to attend the entire tournament for \$6.00. **Note:** The longer people stay in Union County, the more they spend in Union County. **Note:** This will reduce the lines out into the road diminishing potential traffic issues.
- Provide appropriate "referee entry passes" to the leasee of the tournament for their use at the time of the agreement at no charge.

Advisory Committee's Recommendation:

Approve Recommendation #2 as drafted by the Parks and Recreation Staff with the following changes:

- #1: Change highlighted yellow areas above to read, "Qualified Teams". (Qualified teams will be determined in accordance with current Park procedures.)
- #2: Note: County-Wide Annual Permits will not cover entrance fees during tournament play.

Recommendation #3: (Staff)

FIELD USE FEES FOR "NON-TOURNAMENT" GAMES:

Special Note: Since these fields were built primarily as game fields, and to save the turf practices are limited to local UCAC teams and local school teams without adequate practice fields only!

This request Applied to Overall Request Chart "SALE"

a. UCAC and School Teams:

Allow a 50% discount to the current fee structure through June 2012 to encourage use and eliminate need for the associations to build additional fields thereby saving UCAC funds for other important projects. Revisit fees for UCAC teams at that time, as needed. (UCAC Teams have priority over other teams for "non-tournament play".)

Enter into an agreement with Union Soccer and East Union Middle, if possible, allowing them first rights for dates that are not set aside for "Tournament Play", based on BOGC approved field-use fees.

b. Other Non-profit teams (Must have a Non-Profit ID Certificate.)

Allow a 50% discount to the current fee structure through June 2011. After June 2011, allow a 25% discount to the approved fee structure through June 2012. (These non-profits have priority over "for-profit teams" for non-tournament play.)

c. For-profit teams:

Allow a 50% discount to current fee structure through June 2011 to encourage participation. At that point, fee returns to approved fee structure for field rentals.

d. County Resident verses Non-Resident: Recommend ratio stays the same. Non-

resident fees are twice the resident fee. Note: Since the roster is used by staff to confirm that the team is to receive a "resident team" status, failure to provide an adequate team roster (that the staff can use to confirm residency) would require payment of the non-resident fees.

Advisory Committee's Recommendation:

Approve Recommendation #3 as drafted by the Parks and Recreation Staff.

(No Changes.)

Recommendation # 4: (Staff)

FEEES FOR TOURNAMENT PLAY:

See Worksheet..
Did not use percentages.
(Too complicated at this point.)

- a. Set aside a minimum of two weekends in the Spring and two weekends in the Fall for tournaments at least 12 months in advance.
- b. Recommend that Parks and Recreation and the Association sponsoring the tournament enter into an agreement and that the County receives a percentage of the "Team Registration Fee". (This allows the potential sponsor to better budget which will encourage them to hold/sponsor a tournament.)
- c. Union County to receive any and all entrance fees.
- d. Any additional services other than normal maintenance will be negotiated separately for additional charges. (Worksheet to be provided.)

Advisory Committee's Recommendation:

Approve Recommendation #4 as drafted by the Parks and Recreation Staff.
(No Changes.)

Recommendation # 5: Staff

OPERATION OF CONCESSION STAND:

a. Local Play (Games only):

Administrative
in nature.

Concession stands to be operated by staff and will only be operated upon special request from the team renting the field. Agreement to open concession stand will be based on previous purchases from the teams playing for the time requested. Union County has the right to limit use of coolers when the concession stand is open for business. (For safety of the players, one team cooler is authorized for player use only and will be located at the team's bench.) Concession items may not be sold by any other person/team/sponsor/etc. on county property.

Union County reserves the right to limit the use of coolers when the concession stand is open for business during tournaments. (For safety of the players, one team cooler is authorized for player use only and will be located at the team's bench.) Concession items may not be sold by any other person/team/sponsor/etc. on county property.

Advisory Committee's Recommendation:

Approve recommendation #5 as drafted by the Parks and Recreation Staff with the following changes:

See Worksheet.

"Since it must be profitable for the Host Organization to hold a tournament, allow the Host Organization the option of assisting staff in the operation of the concession stand (for a percentage of revenues from concession stand) or allow staff sole operation of same (Parks & Rec. would receive all revenues of concession stand)."

Approve all other recommendations as drafted by the Parks and Recreation Staff.

Recommendation # 6: (Staff)

FORMS REQUIRED FOR USAGE:

a. Contract / Agreement:

Recommend that the Parks and Recreation enter into a contract/agreement with the following (if both parties agree):

(1) Union Soccer Association

(2) Any "Qualified Team" of the Union County Athletic Association's belonging to the UCAC and in good standing

(3) Organization wishing to hold a sanctioned soccer tournament with approval of P&R Department and the Parks and Rec. Advisory Committee.

(4) Any approved group that wishes to hold a special event on the facility that will not damage the turf fields that receives approval from both the Parks and Recreation Department and the Union County Parks and Recreation Advisory Committee. If this is a new event, the fee would be negotiated as necessary based on previous similar agreements.

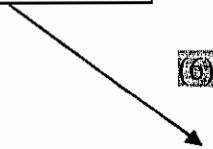
(5) Parks and Reaction will develop a "worksheet" similar to the one used for Cane Creek Park's Festival Area in negotiating an agreement (contract) for "tournaments" or "special-use". This will encourage the use of the fields based on the event. The cost for a "20-Team" tournament should not cost the same as a "30-Team" tournament.

(6) Encourage the use of a "fill-in" the blank agreement like the Annual Site Rentals to expedite obtaining completed agreements. (Some tournaments "fall" in our lap, example: MCA Baseball Playoffs which may be determined only one week in advance.)

Place on Chart with the developing multi-purpose fields.



See Worksheet



See Athletic Field Fee Schedule



Request change to any rentals past approval.



Advisory Committee's Recommendation:

Approve Recommendation #6 as drafted by the Parks and Recreation Staff.
(No Changes.)

Recommendation #7: (Staff)

Soccer Clinic(s):

Recommend that UCPR look at sponsoring one "free soccer clinic" once a year for the next two years at Jesse Helms Park. Clinic would be held sometime in mid-July to prepare for the fall season. To provide for the best possible clinic, UCPR would select a group to organize the "free soccer clinic" and enter into a contract/agreement with same. Any revenues that are received by the organization through advertisement will be divided as per the negotiated agreement taking into account the organization's required labor and expenses incurred in holding a clinic.

This would be great advertisement for the facility.

Administrative
in Nature.

Add to Chart.

Advisory Committee's Recommendation:

Approve Recommendation #7 as drafted by the Parks and Recreation Staff.
(No Changes.)

Recommendation #8: (Staff)

MULTI-PURPOSE FIELDS:

As funds become available, recommend that two (2) of the soccer fields be re-configured as Multi-Purpose fields for other sports, thereby serving more youth (other citizens) without building new fields.

Advisory Committee's Recommendation:

Approve Recommendation #8 as drafted by the Parks and Recreation Staff.
(No Changes.)

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2010

Action Agenda Item No. 6/10
(Central Admin. use only)

SUBJECT: Performance-Based Distribution of 2008-2009 Food and Lodging Fees

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 Budget Amendment #44 and accept \$15,608.03 from the NC Department of Environment and Natural Resources for performing 100% of all required food and lodging establishment inspections in Union County.

BACKGROUND: NCGS 130A-248 (d) mandates that each NC establishment that prepares or serves drink or food for pay, and establishments that prepare and sell meat food products, pay an annual fee of \$50 to the State of North Carolina. Then based on a set formula, the State calculates a portion of the fees collected under the statute and returns that portion to the local jurisdiction performing the sanitation inspections. The total amount is based on the percentage of facilities that were inspected (graded). Union County Health Department was 100% compliant and received its full allocation of \$16,800.23, less \$1,192.20 deducted for printing of grade cards. That total allocation for FY 08-09 was \$15,608.03. The funds are used to support the program for equipment and supplies, staff training, and outreach.

FINANCIAL IMPACT: No financial impact to the county.

Increase Revenue:
10451154-4413-1392 \$15,608.03

Increase Expenditures:
10551154-5212-1392 \$ 5,000.00
10551154-5220-1392 \$ 1,000.00
10551154-5232-1392 \$ 500.00
10551154-5260-1392 \$ 1,050.03
10551154-5270-1392 \$ 3,000.00

10551154-5290-1392 \$ 1,058.00
10551154-5312-1392 \$ 1,000.00
10551154-5321-1392 \$ 1,000.00
10551154-5325-1392 \$ 1,000.00
10551154-5395-1392 \$ 1,000.00

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

LOCAL HEALTH DEPARTMENT BUDGET

FY10

Revision Number

Division of Environmental Health

P.O. Number

07/08 06/09
Effective Date Termination Date

4752001
Contract Number

Contractor: Union Activity: Food & Lodging 2nd Distribution

Project Director: _____ Total Budget: \$ 15608.03

EXPENDITURES	AMOUNT
STATE	\$ 15,608.03
LOCAL	\$
TOTAL - equal to Total Receipts	\$ 15,608.03

RECEIPTS	AMOUNT
LOCAL FUNDS: Appropriations	\$
TXIX	\$
Other Receipts	\$
Subtotal Local Funds	\$
STATE/FEDERAL/SPECIAL FUNDS: DENR TFE Fees	\$ 15,608.03
Subtotal State/Federal/Special	\$ 15,608.03
TOTAL RECEIPTS - equal to Total Expenditures	\$ 15,608.03

Phillips E. Tash 3/15/10
Local Authorized Official Signature Date Branch Head Division/Section Signature Date

Finance Officer Signature Date Accountant Initials Division Budget Officer Signature Date

N.C. Department of Environment and Natural Resources

CONTRACT ADDENDUM

Division of Environmental Health
Office, Section or Branch

47520
Contract Number

Union County Health Department

Food & Lodging 2nd Distribution

Contractor

Activity

These funds will be utilized to support the Food, Lodging & Institution program for equipment and supplies. They will also be used for staff training and for outreach community education.

Reviewed by

Initials

Date

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2010

Action Agenda Item No. 6/11
(Central Admin. use only)

SUBJECT: Call for Public Hearing Regarding Designating the Stallings United Methodist Church as a Historic Landmark

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

ATTACHMENT(S):

- (a) Recommendation from Historic Preservation Commission
- (b) Survey and Research Report
- (c) Request/application signed by Church Trustees
- (d) Correspondence with State Historic Preservation Commission
- (e) Correspondence with Stallings and Resolution of Support
- (f) excerpt -- Ordinance Book 111, page 224, 4.3(e)

INFORMATION CONTACT:

Matthew Delk, Assistant Manager
Jeff Crook, Staff Attorney

TELEPHONE NUMBERS:

(Delk) (704) 283-3656
(Crook) (704) 283-3673

DEPARTMENT'S RECOMMENDED ACTION: To Call for a Joint Public Hearing with the Union County Historic Preservation Commission regarding the Designation of the Stallings United Methodist Church as a Historic Landmark, and to direct the Clerk to the Board to schedule the hearing at such time as the matter is ready to be heard.

BACKGROUND: The Union County Historic Preservation Commission Chairman Virginia Bjorlin requested that the Union County Board of Commissioners call for a Joint Public Hearing to consider designating as a historic landmark the exterior and grounds of the older part of the Stallings United Methodist Church, located at 1115 Stallings Road in Stallings. A letter of recommendation from the Commission (Attachment a), a Survey and Research Report (Attachment b), the request/application signed by Church Trustees (Attachment c), and copies of correspondence with the State Historic Preservation Commission (Attachment d) are attached.

Article 19, Chapter 160A of the North Carolina General Statutes gives counties and cities/towns the authority to adopt ordinances designating as historic landmarks properties "deemed and found by the preservation commission to be of special significance in terms of [their] historical, prehistorical, architectural, or cultural importance, and to possess integrity of design, setting, workmanship, materials, feeling and/or association." Properties designated as historic landmarks are eligible for a property tax deferral of 50% of the value of the property. Prior to

adopting an ordinance designating a property a historic landmark , the governing board and the preservation commission must hold either a joint public hearing or separate public hearings on the proposed ordinance.

The Stallings United Methodist Church is in the Town of Stallings' zoning jurisdiction. However, the Interim Town Clerk of Stallings has, by letter dated December 15, 2009, indicated to the Union County Historic Preservation Commission that the Town prefers that the Union County Board of Commissioners act upon the landmark designation. Correspondence with Stallings and a Resolution of Support (Attachment e) are attached.

The "Ordinance Creating Union County Historic Preservation Commission" stipulates certain notice and publication procedures and a schedule that must be followed prior to the date of the public hearing. An excerpt (Ordinance Book 111, Page 224, Section 4.3, paragraph (e)) is attached (Attachment f). The Ordinance and the Statute require that the Board hold a public hearing and that the Historic Preservation Commission hold a separate public hearing, however, the Commission and the Board are allowed to have a joint public hearing in order to satisfy those requirements. In order to minimize bureaucracy and confusion, the recommended action directs the Clerk to the Board to call for a Joint Public Hearing with the Historic Preservation Commission at such time as the matter is ready to be heard.

FINANCIAL IMPACT: Minimal expenses for advertising and mailing notices, as described above, will be absorbed into the FY 2009-10 budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Attachment A



UNION COUNTY HISTORIC PRESERVATION COMMISSION
POST OFFICE BOX 282
MONROE, NORTH CAROLINA 28111

6 January 2010

Ms. Lynn West, Clerk
Board of Union County Commissioners
500 North Main Street, Room 925
Monroe, NC 28112

Dear Ms. West:

The Union County Historic Preservation Commission would like to recommend that the Union County Commissioners designate the exterior and grounds of the older part of the Stallings United Methodist Church, 1115 Stallings Road, Stallings, NC 28104, as a historic landmark.

We are enclosing the Survey and Research report and supporting documents. These were submitted to the Preservation Office in Raleigh and their response is included.

We request that the Commissioners call for a public hearing to consider designation of the significant historic property. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Virginia Bjorlin".

Virginia Bjorlin, Chairman

**SURVEY AND RESEARCH REPORT
ON THE
STALLINGS UNITED METHODIST CHURCH**

1. NAME AND LOCATION OF PROPERTY: The Stallings United Methodist Church is located at 1115 Stallings Road, Stallings, North Carolina 28104.

2. NAME, ADDRESS AND TELEPHONE NUMBER OF THE PRESENT OWNER AND OCCUPANT OF THE PROPERTY:

The owner of the property is: Trustees, Stallings United Methodist Church
1115 Stallings Road
Stallings, North Carolina 28104
Telephone: 704.

The occupant of the property is: Stallings United Methodist church
1115 Stallings Road
Stallings, North Carolina 28104
704-

3. REPRESENTATIVE PHOTOGRAPHS OF THE PROPERTY: See attachment of representative photographs.

4. A MAP DEPICTING THE LOCATION OF THE PROPERTY: See attached map.

5. CURRENT DEED BOOK REFERENCE TO THE PROPERTY: The most recent deed to the property is recorded in Union County Deed Book 491, Page 465.

The tax parcel number of the property is 07 126 046.

6. A BRIEF HISTORICAL SKETCH OF THE PROPERTY. A brief historical sketch of the property is attached.

7. A BRIEF ARCHITECTURAL DESCRIPTION OF THE PROPERTY. A brief architectural description of the property is attached.

8. DOCUMENTATION OF WHY AND IN WHAT WAYS THE PROPERTY MEETS THE CRITERIA FOR DESIGNATION SET FORTH IN N.C.G.S. 160A-399.4.

Special significance in terms of its history, architecture, and/or cultural importance.

A. The Stallings United Methodist Church represents one of the few remaining rural churches that at one time dotted the landscape of rural Union County and its surrounding area during the first quarter of the 20th century.

B. Architecturally, the Stallings Methodist Church reflects the simplicity in design common to rural churches. In this case combining elements of the traditional Gothic Revival styling with contemporary Bungalow features. The fine quality of the original stained glass windows add an element of design not commonly found in rural churches of this period.

9. AD VALOREM TAX APPRAISAL. Since this subject property of this report is owned by a church and is therefore tax-exempt, designation as a "historic property" would not have any effect on the ad valorem tax.

Date of preparation of this report: October 6, 2009.

Prepared by: Sidney Halma, MA
P. O. Box 611
Newton, NC 28658
828.465.0928

Historical Sketch Stallings United Methodist Church

Methodism started in present Union County before 1800. The beginnings of present county churches are well documented in the (southern) part of Mecklenburg County that was to become Union in 1842, that is, the western half of the present county. We have less information from the eastern side which was formerly Anson County. In 1844 when the City of Monroe was chartered, there were the beginnings of a Methodist church there, but it was part of a rural charge until it became a station church after the War Between the States.

After the railroad came through Union County in 1874, the settlements along the railroad, such as Stallings, thrived. It was not incorporated until 1975 and has an area of 1466 acres. (Nearby Indian Trail incorporated in 1907.) It was named for Stallings Store built by Matthew Thomas Stallings who came from Cabarrus County in the early 1900s.

By 1900 there was an active movement headed by the Methodists to serve the spiritual needs of rural members in the western part of Union County. One of these early crossroad communities targeted was Stallingsville, (later shortened to Stallings). It was some time between March 1911 and May 4, 1912, that a group of local residents met with the Reverend J.W. Self to organize a Methodist congregation. Local tradition suggests that among the local residents attending these early organizational meetings were P.D. & Margaret Drye and family, Matthew Thomas Stallings and family, H.B. Furr and family, R.A. Drye and family, J.H. Harkey and family, S.A. Noles and family, and Cyrus Porter. Descendants of some of these founding families continue to be active members of the Stallings United Methodist Church today.

As the population shifted in Western Union and Eastern Mecklenburg counties during the early 20th century, Methodist leaders adapted their early church planting according to these shifting population patterns. As a consequence, Methodist church records indicate the sale of the Pleasant Hill Church at nearby Matthews and that a church and parsonage be built at Stallingsville which in the early 20th century was a stop on the railroad for shipping farm supplies and bales of cotton from the nearby Smith family farms.

Mr. M. Tom Stallings who had recently constructed a new store, made his former store available to the fledgling Methodist group for Sunday worship and as a public school facility during the week. Methodist records of the Mecklenburg Circuit indicate that its Second Quarterly Conference was held at Stallings (by then a shortened version of Stallingsville) on May 4, 1912. By the time of this meeting the congregation had built its

first house of worship. Archival photographs indicate that the first structure looked very much like the 1920 church with the exception of its outward appearance which was weather boarded and had wood shingles in the gable ends. Its massing was similar to the 1920 structure including the entrance bell tower. The original church had plain windows.

It was in 1919 that the first Stallings Methodist church was struck by lightning which destroyed it. The congregation moved quickly using the original church plans to build a new building in 1920. This new building as previously described, was similar in size and shape with enhanced stained glass windows and was brick veneered to provide a measure of fire protection.

The location of the replacement church was approximately at the same site of the original. This made access for the congregation easy as areas with hitching posts for horses and buggies and wagons had already been established. Later accommodation had been made for automobiles. Cinder paths led to the entrance doors. A well had been dug to provide water and outhouses were added on the periphery.

During the early 1950s an addition was made to the 1920 building which included indoor restrooms, Sunday School classrooms and a fellowship hall. As a separate building it was attached by a covered ramp extending from the rear left corner. Extensive post WW II growth necessitated a larger sanctuary. In 1974 a new building was constructed with the idea of flexibility. Instead of pews, individual chairs were used. Floors were covered with tile for easy maintenance. At a later time this building was renovated for use as the primary sanctuary. At that time floors were carpeted and oak pews were installed.

Reflecting on the continuous congregational growth, (presently numbering over 550), in April 2004, a new Family Life Center was added including an educational wing with classrooms, a full service kitchen, and multipurpose space for a variety of gatherings and special events.

Right from the start congregational leaders of the Stallings United Methodist Church have been cognizant of congregational growth and have prudently acquired adjoining property enabling the various expansion programs over its nearly 100 year history.

Architectural Description Stallings United Methodist Church

Stallings United Methodist Church, one of the most architecturally significant rural churches remaining from the first quarter of the twentieth century in Union County, is located at the northern edge of the small community of Stallings. Built in 1920, it is a fine example of the Gothic Revival style mixed with Bungalow elements translated into the vernacular. The brick veneer structure's Gothic Revival characteristics include a gable roof, arched doors and windows, and recessed corner entrance/bell tower. The unique entrance tower along with the large scenic stained glass windows serve as exterior focal points. The Bungalow features include extensive use of large purlin brackets supporting the eaves.

The overall exterior appearance of the house of worship suggests a cruciform plan, instead the church has an asymmetrical plan with a central rectangular block, offset front wing, shallow rear apse and a unique corner entrance tower. The brick veneered façade serves as a backdrop for the simple exterior detailing, including the tracery and lancet windows accented by brick voussoirs.

The main two-story bell tower entrance with its Gothic upper arch encloses a stained glass transom. Below are paired entrance doors, each containing a quarter-round window. The doors are composed of full cut vertical tongue-and-groove boards. Entrance is provided by a set of brick steps bordered by an iron railing, a later addition. The second story of the bell tower is quite unique in that it does not have the customary steeple or crenelated tower associated with Gothic Revival church buildings. Instead, it has a belfry situated on the base tower that has a slightly flared overhanging roof. The bell tower contains similar openings on all four sides consisting of an open Gothic arch for the upper one-third, balustrade with turnings on the lower one-third, with open space in between. The bell original to this building is still housed here and is rung on special occasions. Aside from the four openings in the bell tower, the remaining surface is now sheathed in asphalt shingles which have replaced original wood shingles. The bell tower is capped with a shallow flared roof giving it an unusual stubbed look.

In addition to the unique bell tower, the massive stained glass windows found on three sides draw the eye to their sheer size and masterful designs. The windows have been well preserved and have been covered with plexiglass given their proximity to the nearby busy highway.

The front elevation facing the main highway is dominated by a large Gothic arch containing stained glass windows flanked by the bell tower entrance.

The right elevation features a gable roof enclosing a wall with one large central stained glass window flanked on each side with a smaller lancet stained glass window. At the right rear is an offset from the main building forming a small addition which has a shed roof. This part contains a six-panel exterior door which originally had a set of wooden steps. It is presently not used as an exterior door.

The rear elevation facing away from the main highway contains the addition to the main structure with offsets at either end. This part of the building contains the chancel. The shed roof covering this part of the building is structurally tied into the main roof giving the rear roof a slightly flared look. Centered on this elevation is the stained glass triptych. On its left side is a rectangular stained glass window and on its right is a similar window located slightly below the triptych.

The left elevation shows the relationship of the historic church to its later additions. It is similar in its configuration to the right elevation except for the offset addition at the rear, where a door opens to a covered ramp connecting the church to the mid-century fellowship hall, church offices, kitchen, and restroom facilities.

The interior is dominated by the well maintained stained glass windows. The sheer size and number of the windows flood the interior with natural light. The simple interior plan consists of a sanctuary and a front meeting room also used for overflow during services. The sanctuary measures approximately 30 feet by 50 feet with a seating arrangement following the Dayton plan with pews arranged in a semi-circular fashion. The focal point of the sanctuary is the chancel enclosed by a 12 foot wide elliptical arch defining it. It is approximately 12 feet long by 6 feet deep. The archway is defined by heavy molding ending in a rounded arch. Located at the rear wall is the stained glass triptych of a high quality not typically found in rural houses of worship, which depict various religious symbols. At both sides of the chancel areas are doors leading to small rooms.

The chancel area like the sanctuary is decorated with vertical tongue and groove wainscot which rises to a chair rail incorporating the sills of the windows. The walls are plastered/sheet rocked. The original ceiling covering of tongue and groove boards remains. A lower ceiling was hung in 1945 to accommodate heating ducts and then covered with celotex panels. The front meeting room which measures approximately 20 feet by 25 feet contains a similar interior treatment to the sanctuary. It appears that light fixtures were replaced with the 1945 renovation as the existing light fixtures are similar to the old "schoolhouse" lights of the 1940s.

One manifestation of the Stallings Methodist congregation's longstanding interest in preserving the historic structure and its associated heritage is its careful attention to protecting the collection of original furnishings used in the 1920 church. One of the primary objects is the oak communion table with what appears to be hand-carved letters spelling out "IN REMEMBRANCE OF ME." Two oversized oak pulpit chairs displaying local "Mission" style craftsmanship are original to the chancel. The collection also includes a number of original pews with the Gothic arch motif carved in relief on each standard as well as a pulpit/lectern.

The floor covering is tile. The congregation presently uses the historic structure as a staging area for its choir. It serves as a choir practice room and there are designated areas for music and choir robe storage. With a rapidly growing congregation, plans are to restore the historic structure to its original appearance for use as a chapel for smaller congregational events.

SELECTED BIBLIOGRAPY
for the Historical and Architectural sketches
The Stallings United Methodist Church

Typescript church history on file at the Union County Heritage Room. Old Union County Courthouse. Monroe, North Carolina.

Interview with Ira Bostic, church historian, by Sidney Halma, July 27, 2009; information also provided by longtime church member David Barnes on architectural elements.

Pickens, Suzanne S. and Allison Harris Black, SWEET UNION: AN ARCHITECTURAL AND HISTORICAL SURVEY OF UNION COUNTY, NORTH CAROLINA, (Union County Board of Commissioners, Monroe, N.C.) 1990

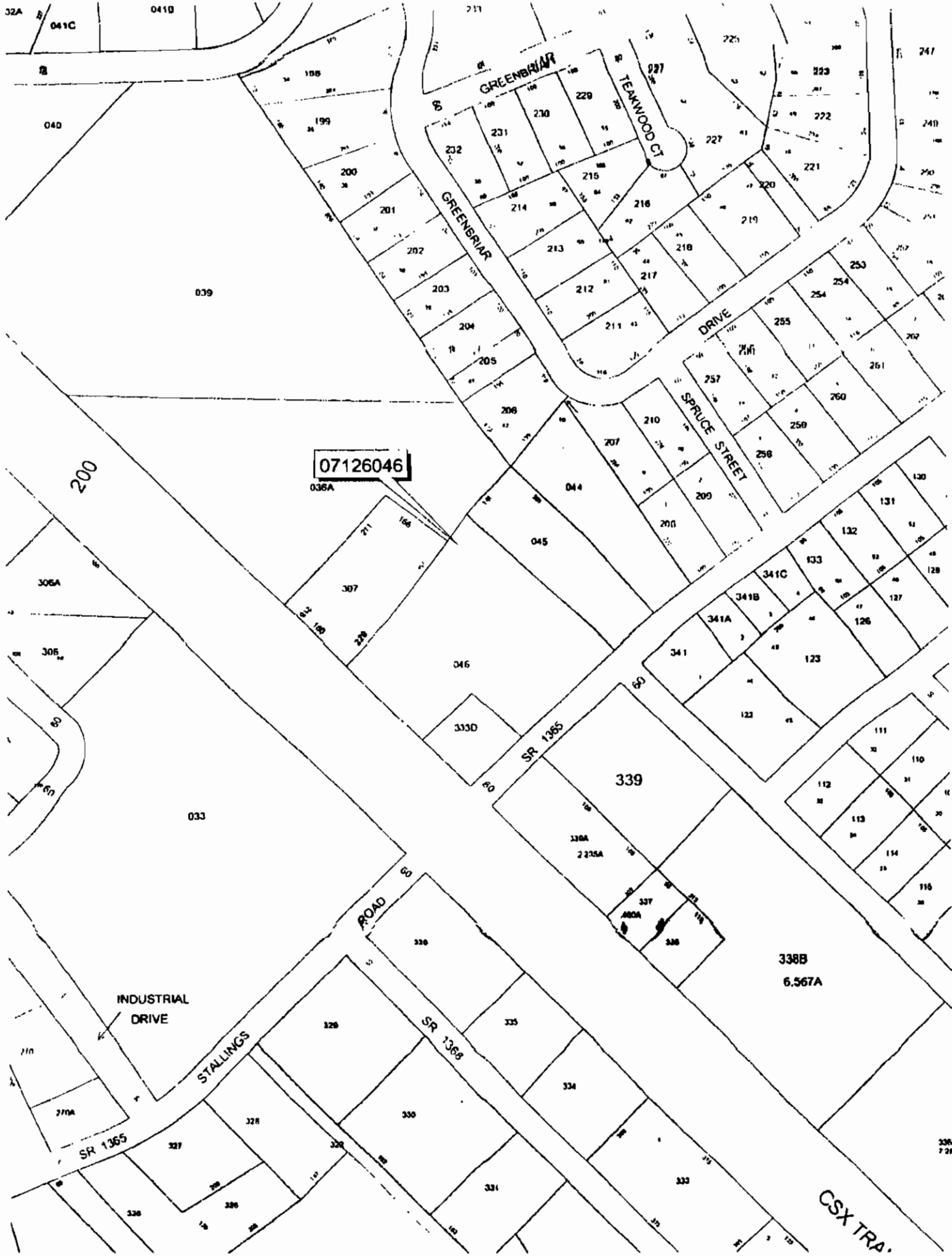
Howie, Bill, FOOTPRINTS OF FAITH, METHODISM IN UNION COUNTY, (self-published) 1987.

Bucher, Ward, A.I.A., ed., DICTIONARY OF BUILDING PRESERVATION, (John Wiley and Sons, Inc. New York, N.Y.) 1996.

Typescript history on various aspects of church history; scrapbooks documenting special events and miscellaneous documents located in the Stallings United Methodist church library.

Union County Deed Book 491, p. 465.

Fleming, John., THE PENGUIN DICTIONARY OF ARCHITECTURE, (Penguin Books, Baltimore Maryland) 1975.



07126046

038A

200

306A

306

033

INDUSTRIAL DRIVE

STALLINGS ROAD

SR 1365

SR 1366

SR 1365

339

338A
2.215A

337

338

338B
6.567A

CSX TRA

338
7.28

ILLUSTRATION 1
ROADSIDE ELEVATION (Front)



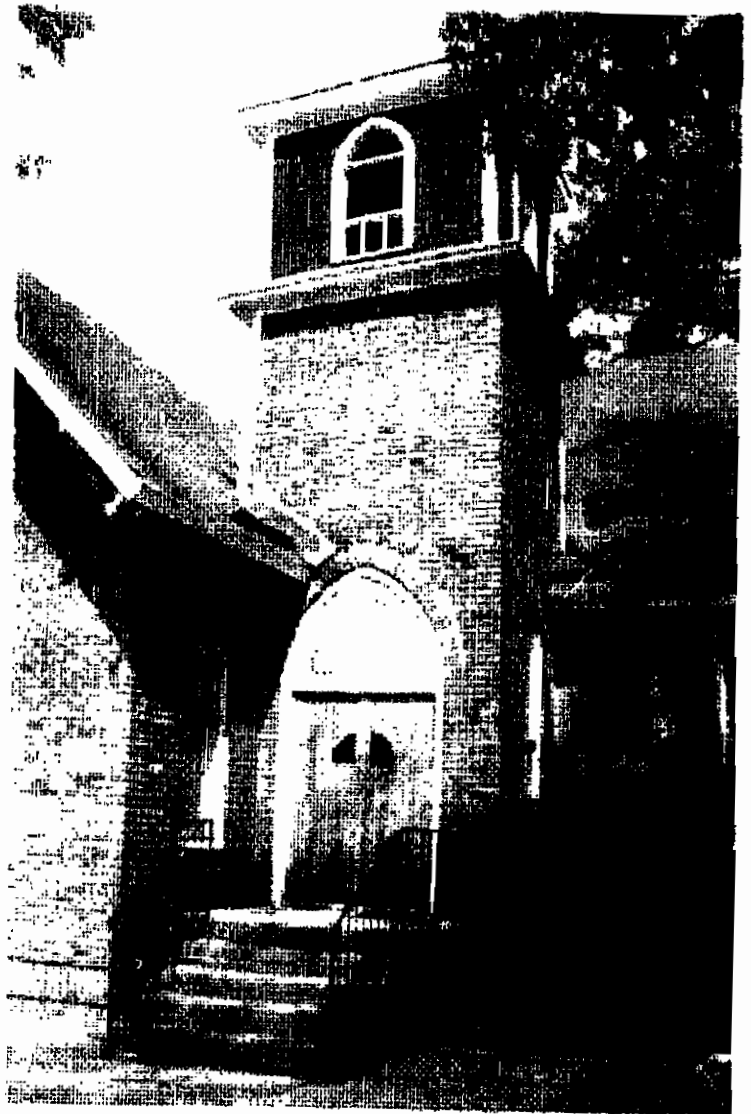


ILLUSTRATION 2
ROADSIDE ENTRANCE DETAIL



ILLUSTRATION 3
REAR ELEVATION AND PART
OF RIGHT ELEVATION



ILLUSTRATION 4
REAR ELEVATION

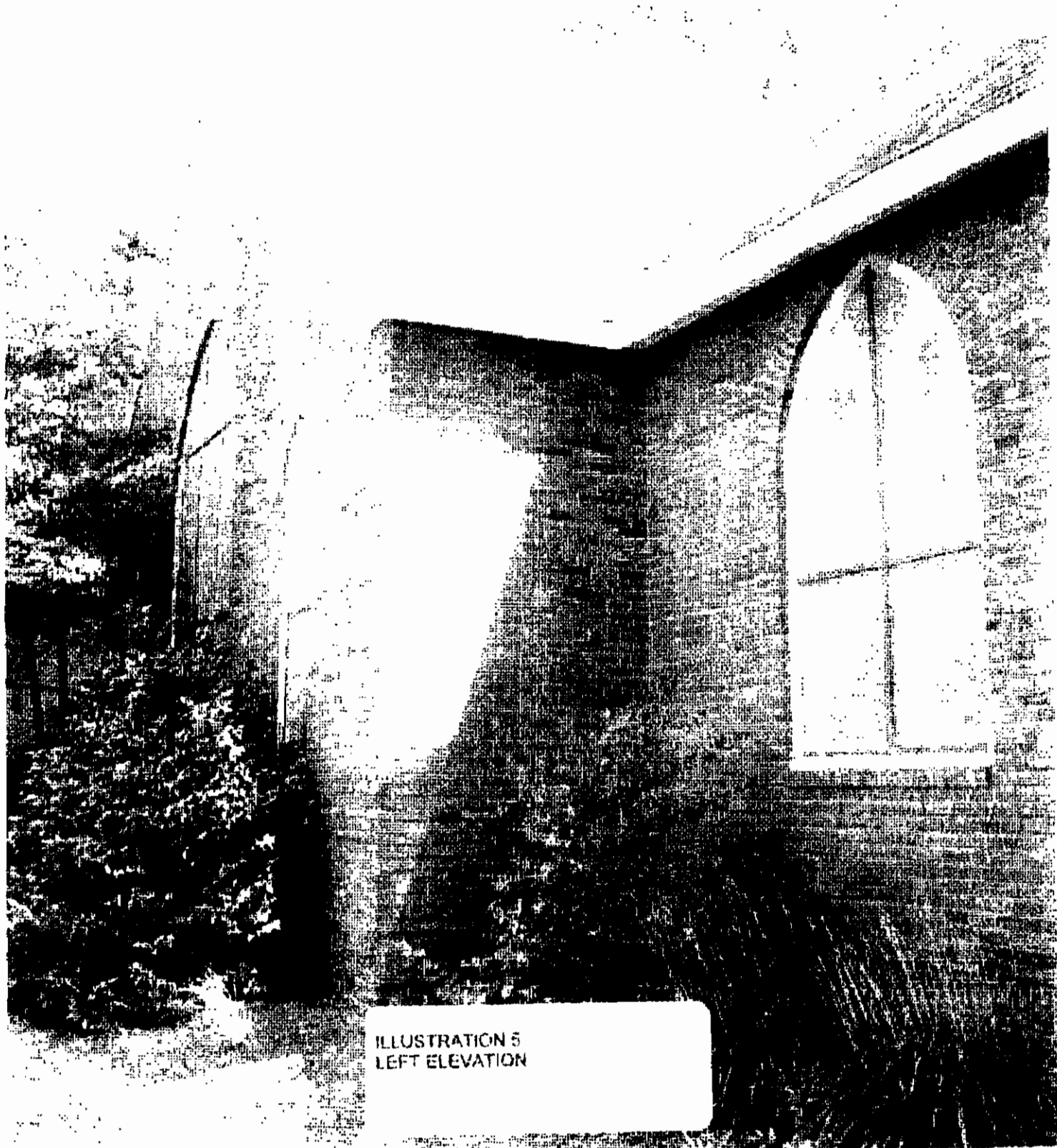


ILLUSTRATION 5
LEFT ELEVATION



ILLUSTRATION 6
STAINED GLASS WINDOW
(INTERIOR VIEW)

ILLUSTRATION 7
STAINED GLASS WINDOWS
(INTERIOR VIEW)



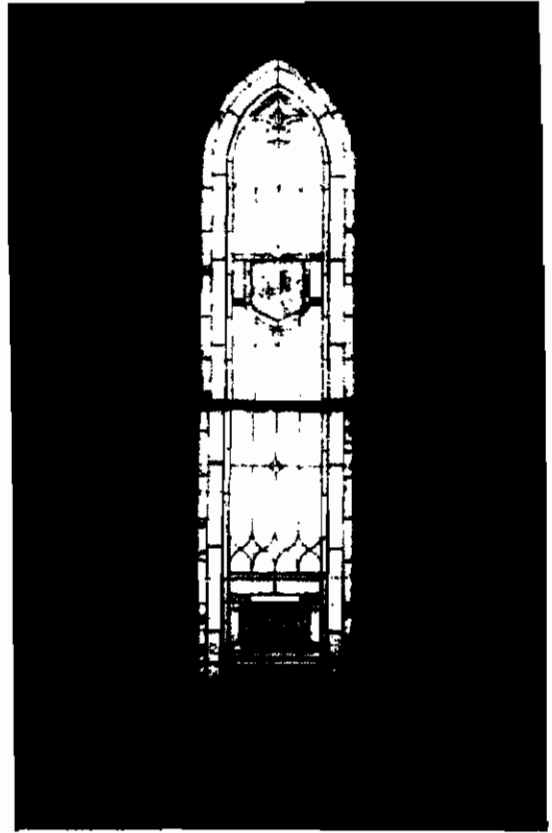


ILLUSTRATION 8
STAINED GLASS WINDOWS
LANCET STYLE

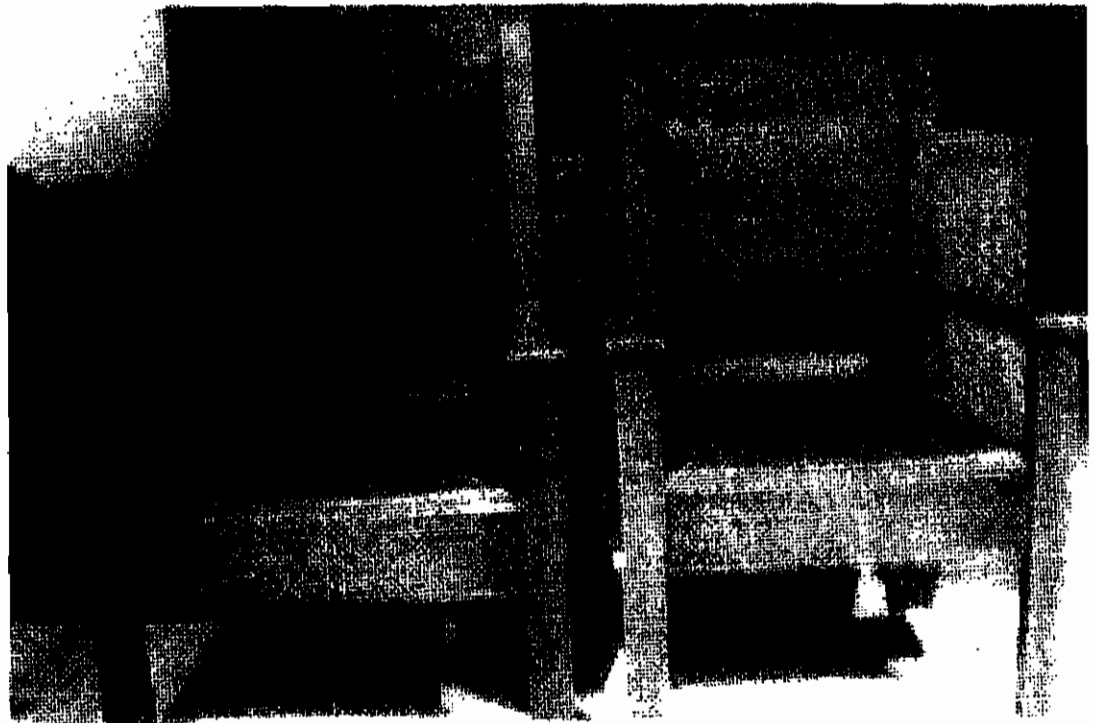


ILLUSTRATION 9
ORIGINAL PULPIT FURNITURE
PULPIT CHAIRS/COMMUNION
TABLE

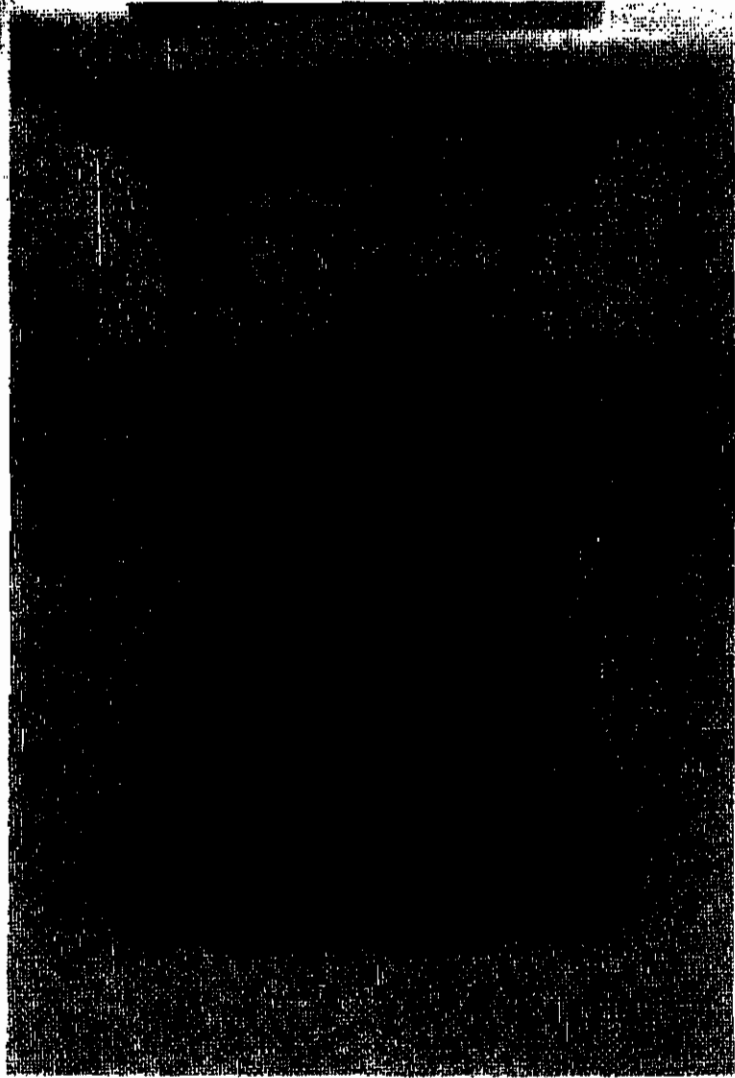
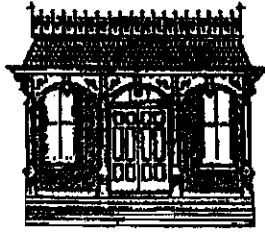


ILLUSTRATION 10
ORIGINAL FURNITURE
PEW/LECTURN



Arist depiction of the first
building of the Stallings United
Methodist Church



UNION COUNTY HISTORIC PRESERVATION COMMISSION
POST OFFICE BOX 282
MONROE, NORTH CAROLINA 28111

APPLICATION FOR HISTORIC LANDMARK DESIGNATION

1. Name of Property to be Designated as a Historic Landmark or Property:

STALLINGS UNITED METHODIST FORMER SANCTUARY

2. Physical Address of Property:

1115 STALLINGS ROAD, STALLINGS, NC 28104

3. General Description of Property:

SEE ATTACHED DESCRIPTION DOCUMENT

4. Name and Address of Property Owner(s) (Please Print):

(1) WESTERN NC CONFERENCE UNITED METHODIST CHURCH
3400 SHAMROCK DRIVE, CHARLOTTE, NC 28215

(2)

PLEASE ACCEPT THIS APPLICATION FOR DESIGNATION OF THE
PROPERTY AS DESCRIBED ABOVE AS A HISTORIC LANDMARK.

Dr. Daniel Mann
Signature of Owner/Co-Owner

4-13-09
Date

Dr. J. P. Rustic
Signature of Owner/Co-Owner

4-13-09
Date



UNION COUNTY HISTORIC PRESERVATION COMMISSION
POST OFFICE BOX 282
MONROE, NORTH CAROLINA 28111

10 November 2009

State Historic Preservation Office
Archives and History
4613 Mail Service Center
Raleigh, North Carolina 27699-4613

Dear sir or madam:

Pursuant to G.S.160400.14, I am enclosing the Survey and Research report on the Stallings United Methodist Church; 115 Stallings Road, Stallings, North Carolina 28104, so that you may have an opportunity to comment on the Commission's recommendation that the interior and exterior of the building and grounds as sited on tax parcel #07-126-046 be designated as "Historic Landmark". The property is 86 feet road frontage and 112 feet deep, or about 9632 square feet. As always, the Survey and Research Report sets forth the factors which persuaded our Commission to recommend this property for designation.

Thank you for your attention to this report, and feel free to contact me if you need additional information. I am usually at the Heritage Room, phone 704-289-6737, on Tuesdays from 10 am till 3 pm and my home phone number is 704-283-5776.

Sincerely,

Virginia A.S.K. Bjorlin, Chairman



North Carolina Department of Cultural Resources
State Historic Preservation Office
Peter B. Sandbeck, Administrator

Beverly Eaves Perdue, Governor
Linda A. Carlisle, Secretary
Jeffrey J. Crow, Deputy Secretary

Office of Archives and History
Division of Historical Resources
David Brook, Director

December 7, 2009

Virginia A. S. K. Bjorlin, Chairman
Union County Historic Preservation Commission
P. O. Box 282
Monroe, NC 28111

Re: Landmark designation report for the Stallings United Methodist Church, 115 Stallings Road, Stallings, Union County

Dear Ms. Bjorlin:

Thank you for the landmark designation report for the **Stallings United Methodist Church, 115 Stallings Road, Stallings, Union County**. We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160A-400.6

The Stallings United Methodist Church constructed in 1920 is a good representative example of a twentieth-century Gothic Revival-style building in Union County. The asymmetrical red brick building has retained its distinctive corner bell tower, gothic-arch window and door openings, and interior Dayton floor plan. The deep roof overhang and knee braces reflect the then-popular Craftsman style.

We have made suggestions to the staff for improving the photographic documentation of the building. Also, if the historic church is connected to the modern additions by an enclosed walkway, then the entire building complex must be considered for designation. If the walkway is open to the air and covered only with a roof, we recommend that the modern additions and the portion of the lot they sit on be excluded from the property being considered for local designation. The land immediately surrounding the older church provides an appropriate historic setting for the church. We think that the designation report provides the Union County Historic Preservation Commission and the Union County Board of Commissioners adequate information to determine that the 1920 church building has the requisite special significance and integrity for landmark designation.

Landmark designation means the community recognizes this property as an important historic resource worthy of preservation. Any substantial exterior design changes to a designated landmark are subject to design review procedures of the Union County Historic Preservation Commission. The owner may apply for an annual deferral of fifty percent of the property taxes for as long as the property is designated and retains significance and integrity.

Virginia A. S. K. Bjorlin, Chairman
December 7, 2009
Page 2

Please note that the architectural descriptions prepared for landmark designation reports should address interiors regardless of the proposed extent of the commission's review authority. In order to assess a property's integrity fully and thus have a full understanding of the resources, all aspects of the property should be described. If the local governing board wishes to extend the Commission's design review authority to significant features of the interior, the owner must give written consent. The designation ordinance must specify the features and describe the nature of the Commission's design review authority over them.

Thank you for giving us the opportunity to comment on the report. Our comments are advisory only. Once the necessary public hearing or hearings have been held, the Union County Board of Commissioners may proceed with the designation decision. When the Union County Board of Commissioners has concluded its action on the designation ordinance, please complete and return the confirmation form enclosed with this letter. Also, if the boundaries of the designated property are different from the tax parcel attached to the report, please send an updated map with the confirmation form.

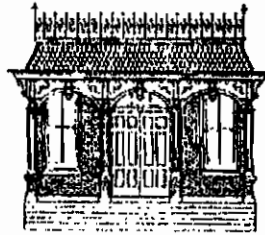
This letter serves as our comments on the proposed local designation of the Stallings United Methodist Church. Should you have any questions about our comments, please feel free to contact me at 919-807-6587.

Sincerely,



Ann V. Swallow
National Register Coordinator
On behalf of the Preservation Commission Services program

Enclosure



UNION COUNTY HISTORIC PRESERVATION COMMISSION
POST OFFICE BOX 282
MONROE, NORTH CAROLINA 28111

8 December 2009

Town of Stallings Clerk
Marie K. Garris
P.O. Box 4030
Stallings, NC 28106

Dear Town Council for Stallings:

Our Commission has completed the application form to designate Stallings Methodist Church as a historic landmark. When we get back the appraisal from the Preservation Office of Archives in Raleigh, we will be ready to submit the packet to the governing body who will do the designation. The last time we did a historic designation in Stallings, the Rock Store in 1997, your Council gave permission for the County Commission to approve the designation. Do you want to act on this designation, or let the County Commission do it? Please let us know at your earliest convenience. You may call The Heritage Room and leave the message at 704-289-6737 or mail us your answer. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Virginia Bjorlin".

Virginia Bjorlin, Chairman



Town of Stallings

MAYOR
Lynda M. Paxton

MAYOR PRO TEMPORE
Wyatt Dunn

TOWN COUNCIL
Reed Esarove Paul Frost
Renee Hartis Thelma Privette
Harry Stokes

TOWN MANAGER
Brian W. Matthews

TOWN CLERK
Erinn E. Nichols

December 15, 2009

Union County Historic Preservation Commission
Attn: Virginia Bjorlin
P.O. Box 282
Monroe, NC 28111

Dear Virginia,

As per letter dated December 8, 2009 requesting confirmation on the historic designation of the Stallings Methodist Church, we would prefer the County Commission act upon this designation.

If you have any further questions, please feel free to contact me at 704-821-0313.

Sincerely,

Lynell Hillhouse
Interim Town Clerk

April 12 -



Resolution in Support of Historic Designation for Stallings United Methodist Church

WHEREAS Stallings Methodist Church was first established in 1911 and was included in the Mecklenburg Circuit, and

WHEREAS the first church which was destroyed by lightning was rebuilt in 1920 and that sanctuary continues to be in active use as a meeting space, and

WHEREAS the church has retained the original exterior and stained glass windows and plans to restore the interior to its original condition for use as a chapel, and

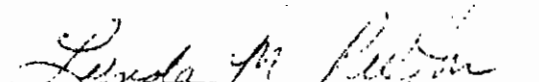
WHEREAS the church is an integral part of the history of the Stallings community and has steadily grown to a membership of more than 550 people, and

WHEREAS the members are seeking entry into the National Registry of Historic Places, and

WHEREAS, the Town of Stallings recognizes the importance of preserving its historic landmarks for enhancement of the town and its citizens,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Stallings Town Council support the request for local landmark designation, and recommend to the Historic Society that Stallings United Methodist Church be considered for designation as a Local Historic Landmark.

Adopted this the 9th day of March, 2009.


Lynda M. Paxton, Mayor

Attest:


Erinn Nichols, Town Clerk

initiative of the Historic Preservation Commission be given an opportunity to review and comment upon the substance and effect of the designation of any landmark. Comments shall be provided in writing within 30 days following receipt by the Department of the investigation and report. The Union County Board of Commissioners, the Monroe City Council, or the Indian Trail, Marshville, Stallings, Waxhaw, Weddington, or Wingate Town Councils shall be relieved of any responsibility to consider Department comments if such comments are not received within 30 days.

- (d) The owner of the property proposed to be designated as a Landmark shall have filed an application with the Historic Preservation Commission requesting that the property be designated as a landmark.
- (e) The Historic Preservation Commission and the local Board or Council shall hold a joint public hearing or separate public hearings on the proposed ordinance. Notice of the time, place, and purpose of the public hearing shall be mailed to all adjoining property owners (including the owners of properties located across any street or road from the property proposed to be a Landmark) at least two (2) weeks prior to the hearing, by first class mail. Notice of the public hearing shall be published in a newspaper having general circulation in the area once a week for two (2) successive weeks, the first notice to be published not less than ten (10) days nor more than twenty-five (25) days prior to the date established for the hearing. In computing such time, the date of publication is not to be included, but the date of the hearing shall be included.
- (f) Following the public hearing, the local Board or Council may adopt the ordinance as proposed, adopt the ordinance with any amendments it deems necessary, or reject the proposed ordinance.
- (g) Upon adoption of the ordinance, the owners and occupants of each designated landmark shall be given written notification of such designation insofar as reasonable diligence permits. One copy of the ordinance and all amendments thereto shall be filed by the Historic Preservation Commission in the office of the Register of Deeds for Union County. Each designated landmark shall be indexed according to the name of the owner of the property in the grantee and grantor indexes in the Register of Deeds office. The Historic Preservation Commission shall pay a reasonable fee for filing and indexing. In case of any property lying in Union County, a second copy of the ordinance and all amendments thereto shall be kept on file in the office of the Union County Clerk and shall be available for public inspection at any reasonable time. In case of any property lying within the cities or municipalities of Monroe, Indian Trail, Marshville, Stallings, Waxhaw, Weddington, or Wingate, a second copy of the ordinance and each amendment thereto shall be kept on file in the Office of the City or Town Clerk, and be made available for public

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2010

Action Agenda Item No. 6/12
(Central Admin. use only)

SUBJECT: Budget Amendment, Piedmont Natural Gas "Share the Warmth" Funds

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

ATTACHMENT(S):
Budget Amendment
2 Funding Authorizations from
NCDHHS dated February 17 and
March 3, 2010

INFORMATION CONTACT:
D. Dontae Latson, Social Services
Director
Matthew Delk, Assistant Manager

TELEPHONE NUMBERS:
(Latson) 704-296-4301
(Delk) 704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Approve budget amendment to accept an additional allocation of \$1,585 in "Share the Warmth" funds, increasing the expenditures in the "Share the Warmth" program budget expenditures line 10-553160-5399-1514 and the revenues in the Share the Warmth budget revenue line 10-453160-4442-1514 by \$1,585.

BACKGROUND: The Piedmont Natural Gas-Share the Warmth Program is a 100% state grant funded program administered locally by the Union County Department of Social Services. This program assists eligible low income families, individuals with a heating related crisis, and those in a life or health threatening situation with assistance. In order to be eligible for these funds, the temperature must fall below 45 degrees or a medical exception must exist. In the past year, DSS has seen a significant increase of clients in need of heating related assistance.

This grant program derives funds from contributions by Piedmont Natural Gas(PNG) customers and employees, as well as corporate donations. The North Carolina Department of Health and Human Services allocates these funds to Counties that have PNG residential customers, based on the number of customers in each county. The current county budget for this program is \$3,405. Based on an additional allocation from the State of \$1,585, the new budget amount for this program will be \$4,990. If these funds are not expended in the 2009-2010 fiscal year, the balance will "roll over" for use in the 2010-2011 fiscal year.

FINANCIAL IMPACT: No county match is required, and there is no financial impact to the General Fund. This budget amendment will accept a total of \$1,585 in additional Share the Warmth Funds to be distributed by the Union County DSS.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



**FUNDING AUTHORIZATION
DIVISION OF SOCIAL SERVICES**

FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth
EFFECTIVE DATE: 07/01/2009
AUTHORIZATION NUMBER: 9

9

ALLOCATION PERIOD

FROM JUNE 2009 THRU MAY 2010 SERVICE MONTHS
FROM JULY 2009 THRU JUNE 2010 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		State	Total	State	Total	State	Total
01	ALAMANCE	3,255.37	3,255.37	77.86	77.86	3,333.23	3,333.23
02	ALEXANDER	0.00	0.00	0.00	0.00	0.00	0.00
03	ALLEGHANY	0.00	0.00	0.00	0.00	0.00	0.00
04	ANSON	1,305.23	1,305.23	24.94	24.94	1,330.17	1,330.17
05	ASHE	0.00	0.00	0.00	0.00	0.00	0.00
06	AVERY	0.00	0.00	0.00	0.00	0.00	0.00
07	BEAUFORT	192.00	192.00	0.00	0.00	192.00	192.00
08	BERTIE	0.00	0.00	0.00	0.00	0.00	0.00
09	BLADEN	170.59	170.59	0.00	0.00	170.59	170.59
10	BRUNSWICK	0.06	0.06	0.00	0.00	0.06	0.06
11	BUNCOMBE	0.00	0.00	0.00	0.00	0.00	0.00
12	BURKE	6,448.06	6,448.06	0.00	0.00	6,448.06	6,448.06
13	CABARRUS	0.00	0.00	0.00	0.00	0.00	0.00
14	CALDWELL	10.36	10.36	0.00	0.00	10.36	10.36
15	CAMDEN	0.00	0.00	0.00	0.00	0.00	0.00
16	CARTERET	224.00	224.00	0.00	0.00	224.00	224.00
17	CASWELL	0.00	0.00	0.00	0.00	0.00	0.00
18	CATAWBA	4,390.73	4,390.73	82.03	82.03	4,472.76	4,472.76
19	CHATHAM	0.00	0.00	0.00	0.00	0.00	0.00
20	CHEROKEE	0.00	0.00	0.00	0.00	0.00	0.00
21	CHOWAN	419.15	419.15	0.00	0.00	419.15	419.15
22	CLAY	0.00	0.00	0.00	0.00	0.00	0.00
23	CLEVELAND	0.00	0.00	0.00	0.00	0.00	0.00
24	COLUMBUS	18.43	18.43	0.00	0.00	18.43	18.43
25	CRAVEN	1,642.52	1,642.52	35.59	35.59	1,678.11	1,678.11
26	CUMBERLAND	6,158.30	6,158.30	118.71	118.71	6,277.01	6,277.01
27	CURRITUCK	0.00	0.00	0.00	0.00	0.00	0.00
28	DARE	0.00	0.00	0.00	0.00	0.00	0.00
29	DAVIDSON	4,450.74	4,450.74	104.12	104.12	4,554.86	4,554.86
30	DAVIE	0.00	0.00	0.00	0.00	0.00	0.00
31	DUPLIN	84.11	84.11	0.00	0.00	84.11	84.11
32	DURHAM	0.00	0.00	0.00	0.00	0.00	0.00
33	EDGECOMBE	3,760.44	3,760.44	22.97	22.97	3,783.41	3,783.41
34	FORSYTH	16,076.89	16,076.89	293.88	293.88	16,370.77	16,370.77
35	FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00
36	GASTON	600.00	600.00	0.00	0.00	600.00	600.00
37	GATES	0.00	0.00	0.00	0.00	0.00	0.00
38	GRAHAM	0.00	0.00	0.00	0.00	0.00	0.00
39	GRANVILLE	0.00	0.00	0.00	0.00	0.00	0.00
40	GREENE	0.00	0.00	0.00	0.00	0.00	0.00
41	GUILFORD	11,499.81	11,499.81	248.12	248.12	11,747.93	11,747.93
42	HALIFAX	0.00	0.00	0.00	0.00	0.00	0.00
43	HARNETT	27.86	27.86	0.00	0.00	27.86	27.86
44	HAYWOOD	0.00	0.00	0.00	0.00	0.00	0.00
45	HENDERSON	0.00	0.00	0.00	0.00	0.00	0.00
46	HELFORD	0.00	0.00	0.00	0.00	0.00	0.00
47	HOKE	0.87	0.87	0.00	0.00	0.87	0.87

FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth

	COUNTY	Initial (or Previous) Allocation		Additional Allocation		Grand Total Allocation	
		Funding Authorization					
		State	Total	State	Total	State	Total
48	HYDE	0.00	0.00	0.00	0.00	0.00	0.00
49	IREDELL	0.00	0.00	0.00	0.00	0.00	0.00
50	JACKSON	0.00	0.00	0.00	0.00	0.00	0.00
51	JOHNSTON	0.00	0.00	0.00	0.00	0.00	0.00
52	JONES	0.00	0.00	0.00	0.00	0.00	0.00
53	LEE	0.00	0.00	0.00	0.00	0.00	0.00
54	LENOIR	73.13	73.13	0.00	0.00	73.13	73.13
55	LINCOLN	6.00	6.00	0.00	0.00	6.00	6.00
56	MACON	0.00	0.00	0.00	0.00	0.00	0.00
57	MADISON	0.00	0.00	0.00	0.00	0.00	0.00
58	MARTIN	0.00	0.00	0.00	0.00	0.00	0.00
59	MCDOWELL	0.00	0.00	0.00	0.00	0.00	0.00
60	MECKLENBURG	50.00	50.00	0.00	0.00	50.00	50.00
61	MITCHELL	54.24	54.24	3.89	3.89	58.13	58.13
62	MONTGOMERY	0.00	0.00	0.00	0.00	0.00	0.00
63	MOORE	0.00	0.00	0.00	0.00	0.00	0.00
64	NASH	0.00	0.00	0.00	0.00	0.00	0.00
65	NEW HANOVER	1,178.87	1,178.87	35.57	35.57	1,214.44	1,214.44
66	NORTHAMPTON	0.00	0.00	0.00	0.00	0.00	0.00
67	ONSLOW	0.10	0.10	0.00	0.00	0.10	0.10
68	ORANGE	0.00	0.00	0.00	0.00	0.00	0.00
69	PAMLICO	0.00	0.00	0.00	0.00	0.00	0.00
70	PASQUOTANK	66.68	66.68	3.40	3.40	70.08	70.08
71	PENDER	0.00	0.00	0.00	0.00	0.00	0.00
72	PERQUIMANS	0.00	0.00	0.00	0.00	0.00	0.00
73	PERSON	0.00	0.00	0.00	0.00	0.00	0.00
74	PITT	63.50	63.50	0.00	0.00	63.50	63.50
75	POLK	0.00	0.00	0.00	0.00	0.00	0.00
76	RANDOLPH	5.00	5.00	0.00	0.00	5.00	5.00
77	RICHMOND	442.55	442.55	0.00	0.00	442.55	442.55
78	ROBESON	0.00	0.00	0.00	0.00	0.00	0.00
79	ROCKINGHAM	1,136.14	1,136.14	33.83	33.83	1,169.97	1,169.97
80	ROWAN	2,212.67	2,212.67	51.46	51.46	2,264.13	2,264.13
81	RUTHERFORD	0.00	0.00	0.00	0.00	0.00	0.00
82	SAMPSON	0.00	0.00	0.00	0.00	0.00	0.00
83	SCOTLAND	0.00	0.00	0.00	0.00	0.00	0.00
84	STANLY	2,502.94	2,502.94	0.00	0.00	2,502.94	2,502.94
85	STOKES	600.00	600.00	0.00	0.00	600.00	600.00
86	SURRY	0.00	0.00	0.00	0.00	0.00	0.00
87	SWAIN	0.00	0.00	0.00	0.00	0.00	0.00
88	TRANSYLVANIA	0.00	0.00	0.00	0.00	0.00	0.00
89	TYRRELL	0.00	0.00	0.00	0.00	0.00	0.00
90	UNION	3,405.54	3,405.54	85.74	85.74	3,491.28	3,491.28
91	VANCE	0.00	0.00	0.00	0.00	0.00	0.00
92	WAKE	0.00	0.00	0.00	0.00	0.00	0.00
93	WARREN	0.00	0.00	0.00	0.00	0.00	0.00
94	WASHINGTON	0.00	0.00	0.00	0.00	0.00	0.00
95	WATAUGA	0.00	0.00	0.00	0.00	0.00	0.00
96	WAYNE	5,359.38	5,359.38	49.60	49.60	5,408.98	5,408.98
97	WILKES	0.00	0.00	0.00	0.00	0.00	0.00
98	WILSON	0.00	0.00	0.00	0.00	0.00	0.00
99	YADKIN	0.00	0.00	0.00	0.00	0.00	0.00
100	YANCEY	0.00	0.00	0.00	0.00	0.00	0.00
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.00
187	Swain Indian	0.00	0.00	0.00	0.00	0.00	0.00
	Total	77,892.26	77,892.26	1,271.71	1,271.71	79,163.97	79,163.97

FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth

FUNDING SOURCE: Share the Warmth

GRANT INFORMATION:

This funding authorization represents 100% state funds.

XS411 Heading: Not available on XS411 Report

Tracked on XS411: Not available on XS411 Report

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

AUTHORIZED SIGNATURE

DATE:

Shirley S. Bradsher

February 17, 2010



**FUNDING AUTHORIZATION
DIVISION OF SOCIAL SERVICES**

FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth

EFFECTIVE DATE: 07/01/2009

AUTHORIZATION NUMBER: 11

2

ALLOCATION PERIOD

FROM JUNE 2009 THRU MAY 2010 SERVICE MONTHS

FROM JULY 2009 THRU JUNE 2010 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		State	Total	State	Total	State	Total
01	ALAMANCE	3,333.23	3,333.23	1,500.00	1,500.00	4,833.23	4,833.23
02	ALEXANDER	0.00	0.00	0.00	0.00	0.00	0.00
03	ALLEGHANY	0.00	0.00	0.00	0.00	0.00	0.00
04	ANSON	1,330.17	1,330.17	500.00	500.00	1,830.17	1,830.17
05	ASHE	0.00	0.00	0.00	0.00	0.00	0.00
06	AVERY	0.00	0.00	0.00	0.00	0.00	0.00
07	BEAUFORT	192.00	192.00	0.00	0.00	192.00	192.00
08	BERTIE	0.00	0.00	0.00	0.00	0.00	0.00
09	BLADEN	170.59	170.59	0.00	0.00	170.59	170.59
10	BRUNSWICK	0.06	0.06	0.00	0.00	0.06	0.06
11	BUNCOMBE	0.00	0.00	0.00	0.00	0.00	0.00
12	BURKE	6,448.06	6,448.06	0.00	0.00	6,448.06	6,448.06
13	CABARRUS	0.00	0.00	0.00	0.00	0.00	0.00
14	CALDWELL	10.36	10.36	0.00	0.00	10.36	10.36
15	CAMDEN	0.00	0.00	0.00	0.00	0.00	0.00
16	CARTERET	224.00	224.00	0.00	0.00	224.00	224.00
17	CASWELL	0.00	0.00	0.00	0.00	0.00	0.00
18	CATAWBA	4,472.76	4,472.76	2,000.00	2,000.00	6,472.76	6,472.76
19	CHATHAM	0.00	0.00	0.00	0.00	0.00	0.00
20	CHEROKEE	0.00	0.00	0.00	0.00	0.00	0.00
21	CHOWAN	419.15	419.15	0.00	0.00	419.15	419.15
22	CLAY	0.00	0.00	0.00	0.00	0.00	0.00
23	CLEVELAND	0.00	0.00	0.00	0.00	0.00	0.00
24	COLUMBUS	18.43	18.43	0.00	0.00	18.43	18.43
25	Craven	1,678.11	1,678.11	500.00	500.00	2,178.11	2,178.11
26	CUMBERLAND	6,277.01	6,277.01	2,000.00	2,000.00	8,277.01	8,277.01
27	CURRITUCK	0.00	0.00	0.00	0.00	0.00	0.00
28	DARE	0.00	0.00	0.00	0.00	0.00	0.00
29	DAVIDSON	4,554.86	4,554.86	2,000.00	2,000.00	6,554.86	6,554.86
30	DAVIE	0.00	0.00	0.00	0.00	0.00	0.00
31	DUPLIN	84.11	84.11	0.00	0.00	84.11	84.11
32	DURHAM	0.00	0.00	0.00	0.00	0.00	0.00
33	EDGECOMBE	3,783.41	3,783.41	500.00	500.00	4,283.41	4,283.41
34	FORSYTH	16,370.77	16,370.77	3,000.00	3,000.00	19,370.77	19,370.77
35	FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00
36	GASTON	600.00	600.00	0.00	0.00	600.00	600.00
37	GATES	0.00	0.00	0.00	0.00	0.00	0.00
38	GRAHAM	0.00	0.00	0.00	0.00	0.00	0.00
39	GRANVILLE	0.00	0.00	0.00	0.00	0.00	0.00
40	GREENE	0.00	0.00	0.00	0.00	0.00	0.00
41	GUILFORD	12,347.93	12,347.93	5,000.00	5,000.00	17,347.93	17,347.93
42	HALIFAX	0.00	0.00	0.00	0.00	0.00	0.00
43	HARNETT	27.86	27.86	0.00	0.00	27.86	27.86
44	HAYWOOD	0.00	0.00	0.00	0.00	0.00	0.00
45	HENDERSON	0.00	0.00	0.00	0.00	0.00	0.00
46	HERTFORD	0.00	0.00	0.00	0.00	0.00	0.00
47	HOKE	0.87	0.87	0.00	0.00	0.87	0.87

FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth

	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		State	Total	State	Total	State	Total
48	HYDE	0.00	0.00	0.00	0.00	0.00	0.00
49	IREDELL	0.00	0.00	0.00	0.00	0.00	0.00
50	JACKSON	0.00	0.00	0.00	0.00	0.00	0.00
51	JOHNSTON	0.00	0.00	0.00	0.00	0.00	0.00
52	JONES	0.00	0.00	0.00	0.00	0.00	0.00
53	LEE	0.00	0.00	0.00	0.00	0.00	0.00
54	LENOIR	73.13	73.13	0.00	0.00	73.13	73.13
55	LINCOLN	6.00	6.00	0.00	0.00	6.00	6.00
56	MACON	0.00	0.00	0.00	0.00	0.00	0.00
57	MADISON	0.00	0.00	0.00	0.00	0.00	0.00
58	MARTIN	0.00	0.00	0.00	0.00	0.00	0.00
59	MCDOWELL	0.00	0.00	0.00	0.00	0.00	0.00
60	MECKLENBURG	50.00	50.00	0.00	0.00	50.00	50.00
61	MITCHELL	58.13	58.13	0.00	0.00	58.13	58.13
62	MONTGOMERY	0.00	0.00	0.00	0.00	0.00	0.00
63	MOORE	0.00	0.00	0.00	0.00	0.00	0.00
64	NASH	0.00	0.00	0.00	0.00	0.00	0.00
65	NEW HANOVER	1,214.44	1,214.44	500.00	500.00	1,714.44	1,714.44
66	NORTHAMPTON	0.00	0.00	0.00	0.00	0.00	0.00
67	ONSLow	0.10	0.10	0.00	0.00	0.10	0.10
68	ORANGE	0.00	0.00	0.00	0.00	0.00	0.00
69	PAMLICO	0.00	0.00	0.00	0.00	0.00	0.00
70	PASQUOTANK	70.08	70.08	0.00	0.00	70.08	70.08
71	PENDER	0.00	0.00	0.00	0.00	0.00	0.00
72	PERQUIMANS	0.00	0.00	0.00	0.00	0.00	0.00
73	PERSON	0.00	0.00	0.00	0.00	0.00	0.00
74	PITT	63.50	63.50	0.00	0.00	63.50	63.50
75	POLK	0.00	0.00	0.00	0.00	0.00	0.00
76	RANDOLPH	5.00	5.00	0.00	0.00	5.00	5.00
77	RICHMOND	442.55	442.55	0.00	0.00	442.55	442.55
78	ROBESON	0.00	0.00	0.00	0.00	0.00	0.00
79	ROCKINGHAM	1,169.97	1,169.97	500.00	500.00	1,669.97	1,669.97
80	ROWAN	2,314.13	2,314.13	1,000.00	1,000.00	3,314.13	3,314.13
81	RUTHERFORD	0.00	0.00	0.00	0.00	0.00	0.00
82	SAMPSON	0.00	0.00	0.00	0.00	0.00	0.00
83	SCOTLAND	0.00	0.00	0.00	0.00	0.00	0.00
84	STANLY	2,502.94	2,502.94	0.00	0.00	2,502.94	2,502.94
85	STOKES	600.00	600.00	0.00	0.00	600.00	600.00
86	SURRY	0.00	0.00	0.00	0.00	0.00	0.00
87	SWAIN	0.00	0.00	0.00	0.00	0.00	0.00
88	TRANSYLVANIA	0.00	0.00	0.00	0.00	0.00	0.00
89	TYRRELL	0.00	0.00	0.00	0.00	0.00	0.00
90	UNION	3,491.28	3,491.28	1,500.00	1,500.00	4,991.28	4,991.28
91	VANCE	0.00	0.00	0.00	0.00	0.00	0.00
92	WAKE	0.00	0.00	0.00	0.00	0.00	0.00
93	WARREN	0.00	0.00	0.00	0.00	0.00	0.00
94	WASHINGTON	0.00	0.00	0.00	0.00	0.00	0.00
95	WATAUGA	0.00	0.00	0.00	0.00	0.00	0.00
96	WAYNE	5,408.98	5,408.98	1,000.00	1,000.00	6,408.98	6,408.98
97	WILKES	0.00	0.00	0.00	0.00	0.00	0.00
98	WILSON	0.00	0.00	0.00	0.00	0.00	0.00
99	YADKIN	0.00	0.00	0.00	0.00	0.00	0.00
100	YANCEY	0.00	0.00	0.00	0.00	0.00	0.00
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.00
187	Swain Indian	0.00	0.00	0.00	0.00	0.00	0.00
	Total	79,813.97	79,813.97	21,500.00	21,500.00	101,313.97	101,313.97

FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth

FUNDING SOURCE: Share the Warmth

GRANT INFORMATION:

This funding authorization represents 100% state funds.

XS411 Heading: Not available on XS411 Report

Tracked on XS411: Not available on XS411 Report

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

AUTHORIZED SIGNATURE

DATE:

Shirley Bradsher

March 3, 2010

BUDGET AMENDMENT

BUDGET DSS REQUESTED BY Dontae Latson

FISCAL YEAR FY2010 DATE April 05, 2010

<p><u>INCREASE</u></p> <p><u>Description</u></p> <p>Operating Expenses <u> </u> <u> </u> 1,585 <u> </u> <u> </u></p> <p>State Revenue <u> </u> <u> </u> 1,585 <u> </u> <u> </u></p> <p>_____ _____ _____ _____</p>	<p><u>DECREASE</u></p> <p><u>Description</u></p> <p>_____ _____ _____ _____ _____</p>
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Explanation: Appropriate additional State funds for Share the Warmth Fund used to assist families with emergency heating needs.

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>	
10-553160-5399-1514	Public Asst-Share the Warr	1,585	10-453160-4442-1514	State Grant-Share the Warmth	1,585
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total 1,585 Total 1,585

Prepared By JLL FCC
 Posted By _____
 Date _____

Number 42

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2010

Action Agenda Item No. 6/13
(Central Admin. use only)

SUBJECT: Replacement of Financial Advisory Firm

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
Resolution Replacing a Member of the
Financing Team for Upcoming Bond
Related Transactions

INFORMATION CONTACT:
Kai Nelson

TELEPHONE NUMBERS:
704.292.2522

DEPARTMENT'S RECOMMENDED ACTION: Adopt Resolution Replacing a Member of the Financing Team for Upcoming Bond Related Transactions

BACKGROUND: At the Commission's February 15 meeting, the Board adopted a resolution authorizing County staff to proceed with the restructuring of a portion of its variable/synthetic fixed rate debt. As part of that resolution, the Board approved various financing team members including investment bankers, bond and underwriters counsel and the financial advisor, First Southwest.

The Board may recall, First Southwest and a number of its principals including Walter Goldsmith, were engaged by the County in the fall of 2008 to assist the County in managing through the global capital and credit market crisis that was negatively impacting the performance of a portion of the County's outstanding debt. Mr. Goldsmith and principals in the Charlotte office assisted the County through that process including successful presentations to the rating agencies. Recently, Walter shepherded the County through modifications in the debt policies and was assisting the County in preparing for the debt restructurings authorized by the Board in February.

Mr. Goldsmith and some of the principals in the Charlotte office have recently departed First Southwest and moved to Davenport & Company in Charlotte. Davenport is an 450 employee owned investment banking firm headquartered in Virginia.

Given Mr. Goldsmith's public finance experience, his understanding of Union County and his active work on the current financing efforts (rating agency reviews scheduled for early May and pricing/closing on the bonds in June), I believe it to be prudent to continue the relationship with

Mr. Goldsmith at Davenport.

FINANCIAL IMPACT: Financial advisory services of this nature are customarily paid at closing. So there is no additional cost to migrate the relationship from First Southwest to Davenport.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Extract of Minutes of a regular meeting of the Board of Commissioner of the County of Union, North Carolina held at the Union County Government Center, First Floor, Board Room, Monroe, North Carolina, at 7:00 p.m. on April 19, 2010.

A regular meeting of the Board of Commissioners of the County of Union, North Carolina (the "Board of Commissioners") was held in the Government Center, Board of Commissioners' Room, Room 118, Monroe, North Carolina, at 7:00 p.m. on April 19, 2010 (the "Meeting"), after proper notice, and was called to order by the Chairman, and on the roll being called, the following members of the Board of Commissioners answered present:

The following members of the Board of Commissioners were absent:

Also present:

Commissioners _____ moved that the following resolution, a copy of which having been made available to the Board of Commissioners, be adopted:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA, REPLACING A MEMBER OF THE FINANCING TEAM FOR UPCOMING BOND RELATED TRANSACTIONS.

WHEREAS, the Board of Commissioners (the "Board") of the County of Union, North Carolina (the "County") adopted a resolution on February 15, 2010 approving a financing team related to (1) the refunding in advance of their maturities all or a portion of four series of County's General Obligation Bonds issued in 2007 (the "2007 Bonds") and the termination of interest rate swap agreements related to the variable rate 2007 Bonds, (2) the conversion or refunding of the County's Variable Rate Water and Sewer System Revenue Bonds, Series 2003B (the "2003B Bonds") to a fixed rate and the termination of the interest rate swap agreement related to the 2003B Bonds and (3) the refunding of any other bonds issued by the County or obligations of the County that would produce sufficient net present value savings to the County (collectively, the "2010 Bond Transactions");

WHEREAS, among other members of the financing team for the 2010 Bond Transactions, the Board approved First Southwest Company, as financial advisor to the County;

WHEREAS, due to certain personnel changes, the Board has determined to replace First Southwest Company with Davenport & Company LLC, as financial advisor to the County for the 2010 Bond Transactions;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA, AS FOLLOWS:

Section 1. That Davenport & Company LLC, in lieu of First Southwest Company, shall hereby be retained to serve as financial advisor to the County for the 2010 Bond Transactions.

Section 2. Except as otherwise set forth in this Resolution, the Resolution adopted by the Board on February 15, 2010 approving the financing team for the 2010 Bond Transactions is hereby ratified.

Section 3. That this Resolution shall become effective on the date of its adoption.

On motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled "A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA, REPLACING A MEMBER OF THE FINANCING TEAM FOR UPCOMING BOND RELATED TRANSACTIONS" was duly adopted by the following vote:

AYES:

NAYS:

STATE OF NORTH CAROLINA)
)
COUNTY OF UNION) ss:

I, *Lynn West*, Clerk to the Board of Commissioners of the County of Union, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled "A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA, REPLACING A MEMBER OF THE FINANCING TEAM FOR UPCOMING BOND RELATED TRANSACTIONS" adopted by the Board of Commissioners of the County of Union, North Carolina, at a meeting held on the 19th day of April, 2010.

WITNESS my hand and the corporate seal of the County of Union, North Carolina, this the ____ day of April, 2010.

Lynn West
Clerk to the Board
County of Union, North Carolina