

AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, May 3, 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

1. **Opening of Meeting**
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Featured Community Benefit Organization: Union Smart Start (*Estimated Time: 5 Minutes)

2. **Public Hearings - Planning Department** (*Estimated Time: 15 Minutes)
 - a. Proposed New Subsections (d), (e) and (f) to be Added to Section 242 Lighting Requirements and Proposed New Definitions to be Added to Section 15 Definitions of Basic Terms of the Union County Land Use Ordinance
 - b. Proposed Amendment to Sections 384 Definitions of Article XXIV Flood Damage Prevention of the Union County Land Use Ordinance**ACTION REQUESTED:** Conduct public hearings

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

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

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

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

Old Business:

7. **Public Works Department** (*Estimated Time: 20 Minutes)
 - a. Cureton/Millbridge Agreement
ACTION REQUESTED: Authorize Manager to approve the Amended and Restated Agreement pending legal review
 - b. Task Order #50 with HDR Engineering in connection with the Eastern Union County Water Supply Project
ACTION REQUESTED: Authorize the Manager to approve Task Order #50 with HDR subject to legal review

8. **Consideration of Resolution to the North Carolina Turnpike Authority in Support of Renaming the Monroe Bypass the "Union County Parkway" or a Name Suggested by Citizens of Union County** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Given the fact that the name "Union County Parkway" (or Union Parkway) was suggested by one citizen and various citizens' boards, staff recommends the name as suggested by the Agricultural Advisory Board

New Business:

9. **Presentation to Honor Confederate Pensioners of Color from Union County** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Receive presentation and refer to the Historic Preservation Commission
10. **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
 - j. Centralina Workforce Development Board (1 Vacancy as of June 30, 2010, representing Community Based Organizations and 1 Vacancy as of June 30, 2010, representing Vocational Rehabilitation)
- ACTION REQUESTED:** Announce vacancies
11. **County Manager's Comments**
12. **Commissioners' Comments**

CONSENT AGENDA
May 3, 2010

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

2. **Tax Administrator**
 - a. Departmental Monthly Report for March 2010
ACTION REQUESTED: Approve report

3. **Contracts/Purchase Orders Over \$20,000 and Associated Budget Amendment**
 - a. Communications: Tower License Agreement with Mecklenburg EMS Agency
 - b. Adoption of Award Provisions for Elderly Nutrition Program Funding; American Recovery and Reinvestment Act of 2009 (ARRA) Funds
 - c. ABC (About Breast Cancer) Susan G. Komen Foundation Grant and Budget Ordinance Amendment #47
 - b. Elderly Nutrition Program - Home Delivered and Congregate Meals - American Recovery and Reinvestment Act of 2009 (ARRA) Funds**ACTION REQUESTED:** Authorize the County Manager to approve Items a, b, and c, pending legal review and adopt Budget Ordinance Amendment #47 associated with Item c, above

4. **EPA Grant -- EPA Grant Agreement & Revised Application for EPA Grant**
ACTION REQUESTED: Authorize County Manager to execute EPA Grant Agreement #XP-95437909-0, and submit it simultaneously with a revised grant application which, if approved by the EPA, will substitute the Union County East-Side Wastewater Collection System Improvements Project for the Rocky River watershed projects, and to approve such other grant documents as may be required, other than revisions to project scope

5. **Department of Juvenile Justice and Delinquency Prevention (DJJDP)**
 - a. State Grant Funding for FY 2009-2010
ACTION REQUESTED: Adopt Budget Ordinance Amendment #43 and approve revised DJJDP County Funding Plan for FY 2009-2010
 - b. State Grant Funding for FY 2010-2011
ACTION REQUESTED: Approve DJJDP Funding Plan and NC DJJDP Juvenile Crime Prevention Council (JCPC) Certification for FY 2010-2011

6. **Department of Social Services Crisis Intervention Program: Budget Ordinance Amendment #46 to Accept an Additional \$10,000**
ACTION REQUESTED: Adopt Budget Ordinance Amendment #46

7. **General Obligation Refunding Bonds**
ACTION REQUESTED: 1) Introduction of the Bond Order and 2) Adoption of the Resolution Making Certain Statements of Fact and Calling the Public Hearing

8. **Transfer of Real Estate Parcels to Union County Board of Education (Cuthbertson Campus and Middle School/High School D)**

ACTION REQUESTED: Authorize County Manager to approve North Carolina General Warranty Deed conveying fee simple interest in various real estate parcels to Union County Board of Education

9. **Request by Centralina Council of Governments for Removal of Member's Name from Roster of Nursing Home Community Advisory Committee Due to Member Not Having Completed the Required Orientation Classes**

ACTION REQUESTED: Authorize removal of name from Roster as recommended by Centralina Council of Governments

10. **Resolution to Revise the Board's Regular Meeting Schedule for 2010 to Change the Location of the Regular Work Sessions, Beginning with Wednesday, July 14, 2010**

ACTION REQUESTED: Adopt Resolution to Revise the Board's Regular Meeting Schedule for 2010

11. **Community Development Block Grant: Re: Dodge City Infrastructure - Water Line**

ACTION REQUESTED: Adoption of Program Implementation Manual Resolution and Approval of the Policies, Plans, and Documents referenced in the Resolution

INFORMATION ONLY - NO ACTION REQUIRED

May 3, 2010

1. Public Works - Report of Sewer Tap
2. Public Works – Report of Emergency Repair

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: May 3, 2010

Action Agenda Item No. 1c

(Central Admin. use only)

SUBJECT: Presentation by Union Smart Start

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

ATTACHMENT(S):
none

INFORMATION CONTACT:
Brett Vines, Public Information

TELEPHONE NUMBERS:
704-283-3546

DEPARTMENT'S RECOMMENDED ACTION: Receive presentation from Ms. Mary Ann Rasberry, Executive Director, and Ms. Kim Wolfe, Community Education Coordinator, for Union Smart Start about the organization and its programs.

BACKGROUND: Union Smart Start is Union County's local administrating agency for the Smart Start Program, North Carolina's statewide initiative that funds programs supporting children ages birth to five, ensuring they enter school healthy and ready to succeed.

By channeling funds through agencies on the local level, Smart Start allows citizens to make decisions regarding programs for their community's children, based on specific needs, resources or community trends.

Union Smart Start is thoroughly dedicated to ensuring that every child in Union County has the opportunity for a bright and successful future by attending to the entire spectrum of early childhood needs, including physical, emotional, and educational.

Union Smart Start directs Smart Start state funds to programs, centers and activities that advance Union County's children and their families; brings local groups together, such as families, businesses, local governments and schools, to create cooperative efforts for the benefit of our community's children; functions as a public-private partnership, running on the fuel of cooperation between public agencies and private groups, resulting in the strongest possible advancement of Union County's children; and educates our community regarding how to meet the needs of young children.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

Manager Recommendation:



Union Smart Start

a partnership for children

What is
Union Smart Start?



Smart
Start is
about the
future.



More than just education

- **Smart Start Smiles**
- **Breastfeeding Support**
- **Child Abuse Prevention**
- **Family Literacy**



Smiles



Family Literacy

More than just an education



Resource Center

- Resource Center
- Education Stars
- At Play
- ABCD
Health
Screenings



ABCD

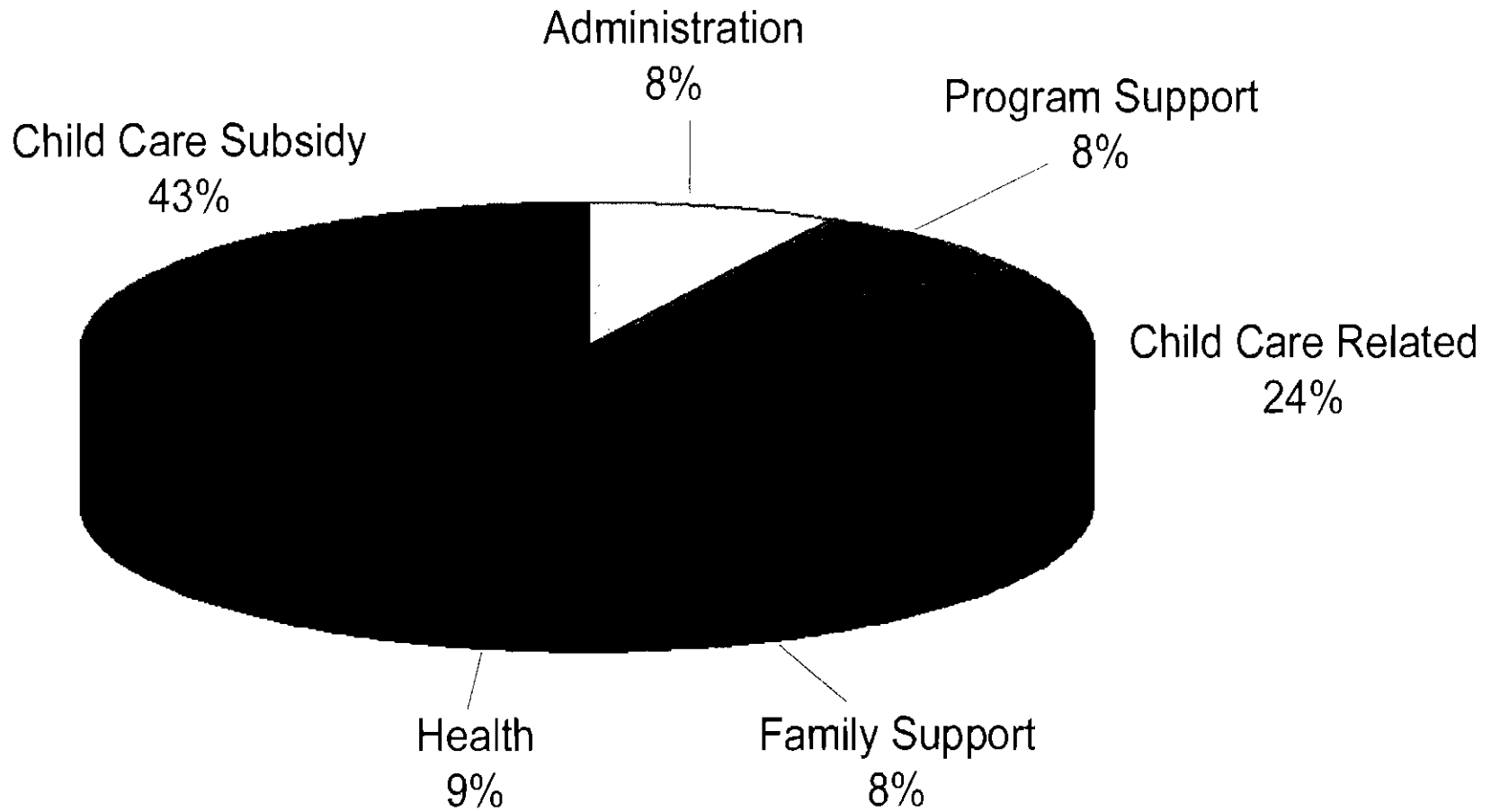
More than early education

- Inclusion Support
- MASTERS
- Best Start
- Child Care Referral
- Child Care Subsidy
- WAGES\$



Best Start

How are we spending our money.



PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will on Monday, May 3, 2010, at 7:00 p.m. in the Commissioners' Board Room, Room 118, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, conduct a public hearing to receive comments from the public on the amendments set forth below.

1. Amend Article XXIV Flood Damage Prevention Section 384; Amend Article XXIV Flood Damage Prevention Section 384 of the Union County Land Use Ordinance entitled Definitions by adding a definition for the term "Fill". "Fill" means materials from any source placed inside the SFHA (Special Flood Hazard Area) causing a permanent increase in existing ground elevations.

2. Amend Article XV Utilities Section 242; Amend Article XV Utilities Section 242 Lighting Requirements by adding requirements for fully shielded light fixtures, lighting for sports fields, and building facade lighting.

Proposed Amendment: Add the following new subsections (d), (e), and (f).

(d) All fixtures other than floodlights shall be fully shielded and shall be classified as full cutoff as classified by the IESNA. This shall mean that no light is to be emitted out of the fixture above the horizontal plane. Floodlights are to be equipped with shields and aimed so as to direct the light onto the area to be lighted.

(e) Lighting for sportsfields is generally in excess of general outdoor lighting levels. Recreation lighting levels established by the IESNA are to be used as the standard. Higher lighting levels for tournament or high league play are sometimes required and must be approved by the Union County Board of Commissioners prior to construction. All sportsfields must meet the following minimum standards:

1. Fixtures must not exceed 80 feet in mounting height (this includes bases and/or other mounting structures).

2. Fixtures must be fitted with the manufacturer's glare control package. If the manufacturer does not have a glare control package, the fixture specification must be changed to a manufacturer that offers a glare control package.

3. Fixtures must be designed with a sharp cutoff and aimed so that their light beams fall within the primary playing area and the immediate surroundings, so that off-site direct illumination is significantly restricted.

AGENDA ITEM

2ab6
MEETING DATE 5/3/10

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 20, 27, 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 27 day of April, 2010

Sworn to and subscribed before me, this 27 day of *April 2010

Bob P. Clutz Notary Public

Seal

My commission expires * May 11, 2013 *

od Damage Prevention

Inches: 18.75"

Monroe, NC Date: April 27, 2010

J Commissioners

Account # 2100167

St.

Cost \$ 373.14

28112

IN ACCOUNT WITH

THE ENQUIRER-JOURNAL

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

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

4. Lighting shall not be turned on any earlier than one hour prior to the beginning of the event and shall be extinguished no later than one hour after the event ends.

(f) Building Facades:
1. Minimum illumination on any vertical surface or angular roof shall not exceed 5.0 footcandles average maintained.
2. Light fixtures shall be located, aimed and shielded so that light is directed only onto the building facade. Light fixtures shall not be directed toward adjacent

streets or roads.
3. Light fixtures shall be directed downward rather than upward or horizontally.

3. Amend Article II, Basic Definitions and Interpretations Section 15 Amend Article II, Basic Definitions and Interpretations Section 15 Definitions of Basic Terms by adding definitions for the following terms: Fixture, Flood or Spotlight, Footcandle (Initial, Maintained, and Average), Full Cutoff (Fully Shielded Lights), Glare, IESNA, Lumen, Luminaire, Max to Min, Maximum, Minimum, and Mounting Height of Luminaire

The proposed amendments may later undergo, without further notice, substantial changes, resulting from objections, debate, and discussions at the hearing.

The full text and/or supporting documents relative to the proposed amendments are available for inspection and study at the Union County Planning Department located at 407 North Main Street, Room #149, Monroe, NC from 8:00 a.m. to 5:00 p.m. Monday through Friday. Anyone having any questions on the above petition or amendments may contact the Planning Department at 704-283-3565.

Any person requesting 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
Clerk to the Board
April 20, 27, 2010



UNION COUNTY PLANNING

P O Box 1398, Monroe, NC 28111-1398
(407 North Main Street, Suite 149, Old Post Office Bldg., Monroe, NC 28112)
Phone: (704) 283-3565 Fax: (704) 292-2582

Planned Progress

AGENDA ITEM
2 a & b
MEETING DATE 5/3/10

MEMORANDUM

To: Al Greene, County Manager

From: Dick Black, Planning Director
Lee Jenson, Land Use Administrator

Date: April 16, 2010

Re: Proposed Text Amendment – Lighting and Fill

Lighting Text Amendment Article XV Section 242:

BACKGROUND:

At the October 19, 2009 meeting of the Board of Commissioners, the Board referred the Village of Marvin's Outdoor Lighting Ordinance to the Planning Board for review and recommendations, to include the Planning Board's comments and any provisions that it would deem appropriate to add. The Planning Board, at its December 1, 2009 meeting, recommended tabling the outdoor lighting amendment and addressing outdoor lighting amendments as part of the comprehensive rewrite of the Land Use Ordinance.

At its January 5, 2010 meeting, the Planning Board chairman stated that Board of Commissioners had asked that the outdoor lighting amendment be put back on the Planning Board's agenda for discussion. The Planning Board reviewed other city and county lighting ordinances and discussed some other lighting and design issues, like safety, that needed to be considered. After some discussion, the Planning Board recommended taking certain sections from the Marvin ordinance and preparing a text amendment to add these sections to the County's Ordinance.

At its February 2, 2010 meeting, the Planning Board discussed with staff the status of the lighting amendment during the Work in Progress portion of the agenda. Staff stated that Legal and Planning were working on the conditional zoning text amendment in a concentrated effort to have that amendment ready for the March Planning Board agenda. This one amendment required an extremely large block of time and a significant degree of analysis from the Legal staff. Given this major endeavor and other work projects, it was unlikely that the lighting text amendment would be ready for the next meeting.

The March 2, 2010 Planning Board meeting was recessed due to bad weather and was reconvened on March 22 in order to finish the remaining agenda items. During the discussion of the proposed lighting amendment, staff pointed out that text amendment was not ready and more work and review were needed. There were only four (4) members present at the March 22 meeting and they were divided on how to proceed. Two members wanted the amendment to go to Board of Commissioners now and the other two wanted the amendment to come back to the Planning Board for more work and review. This meeting was a continuation of the recessed March 2 meeting and two members at the March 2 meeting were not present at the March 22 meeting. Since these two members had not been excused in accordance with the Rules of Procedure, their failure to vote counted in the affirmative. Thus, the motion to send the amendment to the Board of Commissioners passed by a 4 to 2 vote.

EFFECTS:

(d) No light is to be emitted out of the fixture above the horizontal plane.

First, the majority of residential lighting fixtures are inherently unshielded, swiveled and rarely used pointed straight down. Second, the details of residential lighting are often not reviewed by building departments, and even if they are, residential lighting is commonly changed or supplemented after construction. The impacts are usually low because of the low individual outputs of such lights and the low overall amounts used per home or acre. Decorative or “period” type lighting for parking lots or streets are also generally not full cutoff and emit light above the horizontal plane. This amendment will be extremely difficult to enforce for residential structures and the public benefit will be small due to the low output of these types of fixtures.

(e) Lighting for sportsfield.

(1) 80 foot Mounting Height for Poles

The height of poles should not be an ordinance regulation. The pole height is part of the lighting design and will vary depending on the terrain and field design/layout. Shorter poles may increase the number of poles needed, and also increase installation/operation costs. More poles may also increase the amount of visual clutter. Union County Public Schools (UCPS) must comply with the North Carolina High School Athletic Association (NCHSAA) regulations in order to comply with regulation games at high schools. Marvin Ridge High School has 2 poles that are 90 feet tall and 2 poles that are 80 feet tall. The Cuthbertson High School poles are all 85 feet tall. If this amendment is adopted, UCPS may not be able to comply with the NCHSAA regulations for projects in the future.

(2) Fixtures must be fitted with Glare Control Package

Marvin Ridge HS does not have a glare control package. Cuthberston HS has the glare control package. The glare control package is included on all projects after Marvin Ridge HS.

(3) Fixtures must be designed with a sharp cutoff so that off-site direct illumination is significantly restricted'

Marvin Ridge HS fixtures were not designed with the sharp cutoff feature. Cuthberston HS fixtures were designed with the sharp cutoff feature.

(4) Lighting turned on one hour before events and turned off one hour after the event.

Limiting the lights to be turned on only one hour before an event and one hour after an event is very impractical. The sports field lighting is the only lighting at a stadium. There are certain activities that must occur before a game. During the winter months the lights are needed more than one hour before a 7:30 pm game. After the event ends is also a challenge. It can take hours to empty the stadium and clean it. Safety is a major issue at these events and the stadium is major factor in providing a safe environment.

(f) Building Facades:

No issues have been identified at this time.

RECOMMENDATION:

The text amendment is not ready to go forward at this time. There were several reasons why more time is needed for additional work and review:

1. The lighting problem to be addressed by this text amendment needs to be more clearly outlined in definite and explicit terms. Is the lighting at Marvin Ridge School the only lighting problem in the County? A sharper definition of the problem would assist staff in developing an amendment that better addresses the problem.
2. The text amendment being added to the County's Ordinance was taken directly from the Village of Marvin's Ordinance. Marvin had requested that their lighting consultant review their ordinance for some possible changes that were needed. It would be prudent to see what possible changes or improvements results from Marvin's lighting consultant's work

3. The proposed lighting amendments were addressing lighting issues associated with Marvin Ridge High School. Staff had asked UCPS to look into these reported lighting issues at Marvin Ridge and comment on how the text amendment would impact UCPS. The results of that review should be considered as we develop a lighting amendment.
4. Due to the technical nature of the amendment and staff's lack of expertise in this area, staff has contacted the Marvin lighting consultant and requested some technical assistance in reviewing the impacts and effectiveness of this proposed amendment. The results of the consultant's review are due next week.
5. Legal has indicated that the language of the amendment should undergo revision prior to adoption.

Staff recommends that these issues and suggestions identified with outdoor lighting should be added to our ongoing list of items that need to be addressed as part of a comprehensive rewrite of the Land Use Ordinance. The comprehensive rewrite of the Land Use Ordinance is the best process to correct and update the Land Use Ordinance in a more collaborative and integrated manner. With the slow down in the land development sector, there is no reason to rush through the text amendment process for a band aid approach to updating our Land Use Ordinance.

"Fill" Text Amendment Article XXIV Flood Damage Prevention Section 384

BACKGROUND:

On October 6, 2009, the Union County Planning Board unanimously recommended to the Union County Board of County Commissioners that Sections 400, 401, and 402 of the Union County Land Use Ordinance be amended to prohibit new fill and construction in Special Flood Hazard Areas, commonly known as floodplains. The Union County Board of Commissioners approved an amendment similar in nature to the recommendation of the Planning Board, but with an exemption for agricultural uses on November 16, 2009. During the process of developing this text amendment, there was discussion about what was meant by "fill". Subsequently, the Planning Board directed staff to come up with a definition for "fill." Staff researched this issue and ultimately presented a definition that was a combination from several sources that met the intent of our ordinance. At the April 6, 2010, Union County Planning Board meeting the Union County Planning Board unanimously recommended that this definition be added to Section 384 of the Union County Land Use Ordinance.

RECOMMENDATION:

Although, staff did research and present a definition to the Union County Planning Board, staff does not agree that the addition of a definition for "fill" is necessary. Staff believes that "fill" should be left to the interpretation by the Floodplain Administrator.

The opening sentence of Section 384, which is the definitions section of the Flood Damage Prevention article (this is also the definition section from the State Model Floodplain Ordinance) of the Union County Land Use Ordinance, provides that “unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.” Staff, after consultation with Milton Carpenter with the NC NFIP Program, believes that this sentence is included to provide a basis so as not to define every single term, but rather to allow for reasonable interpretations for specific circumstances such as the farmer who is spreading manure on their field or the homeowner who stockpiles dirt in a floodplain area for a temporary period of time while working on a project (neither of which constitute fill). Mr. Carpenter also expressed concern, and staff agrees, that by defining the term “fill” you may cause unforeseen problems with enforcement in the future due to the fact that instead of reasonable interpretation you have a rigid definition which may or may not work in every circumstance. Staff, therefore, recommends that this amendment to define “fill” not be adopted.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: May 3, 2010

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

SUBJECT: Lighting Text Amendment Section 242 Lighting Requirements and Section 15 Definitions of Basic Terms of the Union County Land Use Ordinance

DEPARTMENT: Planning

PUBLIC HEARING: Yes

ATTACHMENT(S):
Proposed new subsections (d), (e), and (f) to be added to Section 242

Proposed new definitions to be added to Section 15

INFORMATION CONTACT:
Richard Black
Lee Jenson
Jeff Crook

TELEPHONE NUMBERS:
Richard Black - 704-292-2580
Lee Jenson - 704-283-3605
Jeff Crook - 704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: To hold a public hearing to receive comments concerning proposed amendments to Section 242 and Section 15 of the Union County Land Use Ordinance

BACKGROUND: At the October 19, 2009 meeting of the Board of Commissioners, the Board referred the Village of Marvin's Outdoor Lighting Ordinance to the Planning Board for review and recommendations, to include the Planning Board's comments and any provisions that it would deem appropriate to add. The Planning Board, at its December 1, 2009 meeting, recommended tabling the outdoor lighting amendment and addressing outdoor lighting amendments as part of the comprehensive rewrite of the Land Use Ordinance.

At its January 5, 2010 meeting, the Planning Board chairman stated that Board of Commissioners had asked that the outdoor lighting amendment be put back on the Planning Board's agenda for discussion. The Planning Board reviewed other city and county lighting ordinances and discussed some other lighting and design issues, like safety, that needed to be considered. After some discussion, the Planning Board recommended taking certain sections from the Marvin ordinance and preparing a text amendment to add these sections to the County's Ordinance.

At its February 2, 2010 meeting, the Planning Board discussed with staff the status of the lighting amendment during the Work in Progress portion of the agenda. Staff stated that Legal

and Planning were working on the conditional zoning text amendment in a concerted effort to have that amendment ready for the March Planning Board agenda. This one amendment required an extremely large block of time and a significant degree of analysis from the Legal staff. Given this major endeavor and other work projects, it was unlikely that the lighting text amendment would be ready for the next meeting.

The March 2, 2010 Planning Board meeting was recessed due to bad weather and was reconvened on March 22 in order to finish the remaining agenda items. During the discussion of the proposed lighting amendment, staff pointed out that text amendment was not ready and more work and review were needed. There were only four (4) members present at the March 22 meeting and they were divided on how to proceed. Two members wanted the amendment to go to Board of Commissioners now and the other two wanted the amendment to come back to the Planning Board for more work and review. This meeting was a continuation of the recessed March 2 meeting and two members at the March 2 meeting were not present at the March 22 meeting. Since these two members had not been excused in accordance with the Rules of Procedure, their failure to vote counted in the affirmative. Thus, the motion to send the amendment to the Board of Commissioners passed by a 4 to 2 vote.

EFFECTS:

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package. The glare control package is included on all projects after Marvin Ridge HS.

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(f) Building Facades:

No issues have been identified at this time.

RECOMMENDATION:

The text amendment is not ready to go forward at this time. There were several reasons why more time is needed for additional work and review:

1. The lighting problem to be addressed by this text amendment needs to be more clearly outlined in definite and explicit terms. Is the lighting at Marvin Ridge School the only lighting problem in the County? A sharper definition of the problem would assist staff in developing an amendment that better addresses the problem.
2. The text amendment being added to the County's Ordinance was taken directly from the Village of Marvin's Ordinance. Marvin had requested that their lighting consultant review their ordinance for some possible changes that were needed. It would be prudent to see what possible changes or improvements results from Marvin's lighting consultant's work
3. The proposed lighting amendments were addressing lighting issues associated with Marvin Ridge High School. Staff had asked UCPS to look into these reported lighting issues at Marvin Ridge and comment on how the text amendment would impact UCPS. The results of that review should be considered as we develop a lighting amendment.
4. Due to the technical nature of the amendment and staff's lack of expertise in this area, staff has contacted the Marvin lighting consultant and requested some technical assistance in reviewing the impacts and effectiveness of this proposed amendment. The results of the consultant's review are due next week.
5. Legal has indicated that the language of the amendment should undergo revision prior to adoption.

Staff recommends that these issues and suggestions identified with outdoor lighting should be added to our ongoing list of items that need to be addressed as part of a comprehensive rewrite of the Land Use Ordinance. The comprehensive rewrite of the Land Use Ordinance is the best process to correct and update the Land Use Ordinance in a more collaborative and integrated

manner. With the slow down in the land development sector, there is no reason to rush through the text amendment process for a band aid approach to updating our Land Use Ordinance.

LEGAL DEPARTMENT COMMENTS: The amendment as proposed is not ready for adoption.

There appear to be inconsistencies in the language that should be addressed. For example, Subsection (d) appears to provide a general rule for fixtures and floodlights, but it is not clear how this integrates with Subsection (f) regarding building facades. Under Subsection (d), floodlights could be directed upward to illuminate a building façade. However, it is provided in Subsection (f)(3) that "light fixtures shall be directed downward rather than upward or horizontally." Does the distinction between "all fixtures" and "floodlights" established in Subsection (d) continue to apply in Subsection (f) so that floodlights can be directed upward to illuminate a building? Or, is Subsection (f) an exception to what appears to be a general rule in Subsection (d). If the latter, is it reasonable that floodlights could be directed upward for all uses other than illumination of building facades?

It is provided in Subsection (e) that higher lighting levels for tournament play on certain sportsfields must be approved by the Board of Commissioners. This is not consistent with the current apparatus for decision-making relative to land use decisions. It would be preferable to prescribe express standards to establish which fields would qualify for higher lighting levels and the limits of such levels. To the extent interpretation is necessary, the Ordinance provides for decisions to be made by the Land Use Administrator with an avenue of appeal to the Board of Adjustment through a quasijudicial process.

It is stated in Subsection (d) that all fixtures must be classified as "full cutoff." The term "full cutoff" is defined to require certification by a photometric test report. Would such report be included in standard documentation accompanying most lighting fixtures? If not, would the user be required to obtain such report for even the simplest lighting fixtures? As the Planning Director notes, "full cutoff" may not be appropriate for every type of lighting given the diversity of uses throughout the County, e.g. street lights, safety lights, etc....

It is provided in Subsection (e)(2) that fixtures must be fitted with the manufacturer's glare control package, and if the package is not available, one must change manufacturers. "Glare control package" is not defined. If glare is to be addressed, it would be preferable to define certain standards of glare beyond which prescribed reduction measures would apply. By providing for a variety of reduction measures, the County would not be requiring use of one manufacturer over another.

As indicated by the Planning Director, there are a number of other technical and practical issues that should be explored so that the lighting amendment does not result in unintended consequences.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Section 242 Lighting Requirements.

- (a) Subject to subsection (b), all public and private streets, roads, sidewalks, and other common areas or facilities in developments shall be sufficiently illuminated to ensure the security of property and the safety of persons using such streets, roads, sidewalks, and other common areas or facilities.
- (b) To the extent that fulfillment of the requirement established in subsection (a) would normally require street lights installed along public streets, this requirement shall be applicable only to developments located within the corporate limits of a municipality.
- (c) All entrances and exits in substantial buildings used for non-residential purposes and in two-family, triplexes or multi-family residential developments containing more than four dwelling units shall be adequately lighted to ensure the safety of persons and the security of the buildings.
- ~~(d) All fixtures other than floodlights shall be fully shielded and shall be classified as full cutoff as classified by the IESNA. This shall mean that no light is to be emitted out of the fixture above the horizontal plane. Floodlights are to be equipped with shields and aimed so as to direct the light onto the area to be lighted.~~
- ~~(e) Lighting for sportsfields is generally in excess of general outdoor lighting levels. Recreation lighting levels established by the IESNA are to be used as the standard. Higher lighting levels for tournament or high league play are sometimes required and must be approved by the Union County Board of Commissioners prior to construction. All sportsfields must meet the following minimum standards:~~
 - ~~1. Fixtures must not exceed 80 feet in mounting height (this includes bases and/or other mounting structures).~~

2. Fixtures must be fitted with the manufacturer's glare control package. If the manufacturer does not have a glare control package, the fixture specification must be changed to a manufacturer that offers a glare control package.

3. Fixtures must be designed with a sharp cutoff and aimed so that their light beams fall within the primary playing area and the immediate surroundings, so that off-site direct illumination is significantly restricted.

4. Lighting shall not be turned on any earlier than one hour prior to the beginning of the event and shall be extinguished no later than one hour after the event ends.

(f) Building Facades:

1. Minimum illumination on any vertical surface or angular roof shall not exceed 5.0 footcandles average maintained.

2. Light fixtures shall be located, aimed and shielded so that light is directed only onto the building façade. Light fixtures shall not be directed toward adjacent streets or roads.

3. Light fixtures shall be directed downward rather than upward or horizontally.

Section 15 Definitions of Basic Terms.

Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this section shall have the meaning indicated when used in this ordinance.

Fixture: The assembly that houses the lamp or lamps and can include all or some of the following parts: a housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirror, and/or a refractor or lens.

Flood or Spotlight: A light fixture or lamp that incorporates a reflector or a refractor to concentrate the light output into a directed beam.

Foot-candle(s): The amount of light falling on a surface (measured or calculated). A foot-candle is defined as one lumen per square foot.

Foot-candles (Initial): Footcandles that are calculated from the manufacturers catalog data or measured when lighting system is new.

Foot-candles (Maintained): Footcandles that are calculated with an adjustment for a maintenance factor, to include dirt build-up in the luminaire (fixture) and reduced lumen output due to aging of the lamp, or measured after 100 hours of operation.

Foot-candles (Average): The average of a number of points of footcandle calculations or foot-candle readings in a given area. Either initial or maintained foot-candles may be specified.

Full Cutoff (Fully Shielded Lights): Outdoor light fixtures shielded or constructed so that no light rays are emitted by the installed fixture at angles above the horizontal plane as certified by a photometric test report.

Glare: Light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see or, in extreme cases, cause momentary blindness.

IESNA: Illuminating Engineering Society of North America

Lumen: A unit of luminous flux. One foot-candle is one lumen per square foot. For the purpose of this ordinance, the lumen-output values shall be the INITIAL lumen output ratings of a lamp as listed in a lamp catalog.

Luminaire: This is a complete lighting system, and includes a lamp or lamps and a fixture housing, reflector(s), refractor, etc.

Max to Min: The ratio of the maximum foot-candle point calculation or reading to the minimum foot-candle point calculation or reading for a given area. This ratio is an indicator of lighting uniformity. A lower ratio indicates more uniform illumination.

Maximum (as used in Section 242): The maximum footcandle point calculation or reading in a given area. This is usually expressed in maintained foot-candles, but may use initial foot-candles.

Minimum (as used in Section 242): The minimum footcandle point calculation or reading in a given area. This is usually expressed in maintained foot-candles, but may use initial foot-candles.

Mounting Height of Luminaire: The mounting height of a luminaire shall be the vertical distance from the ground directly below the centerline of the luminaire to the center of the light source (lamp) in the luminaire.

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**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: May 3, 2010

Action Agenda Item No. 26
(Central Admin. use only)

SUBJECT: Proposed Amendment to Sections 384 Definitions of Article XXIV Flood Damage Prevention of the Union County Land Use Ordinance

DEPARTMENT: Planning

PUBLIC HEARING: Yes

ATTACHMENT(S):
Proposed Amendment to Section 384
Definitions of Article XXIV Flood
Damage Prevention

INFORMATION CONTACT:
Richard Black
Lee Jenson

TELEPHONE NUMBERS:
Richard Black - 704-292-2580
Lee Jenson - 704-283-3605

DEPARTMENT'S RECOMMENDED ACTION: To hold a public hearing to receive comments concerning a proposed amendment to Section 384 Definitions of Article XXIV Flood Damage Prevention of the Union County Land Use Ordinance

BACKGROUND: On October 6, 2009, the Union County Planning Board unanimously recommended to the Union County Board of County Commissioners that Sections 400, 401, and 402 of the Union County Land Use Ordinance be amended to prohibit new fill and construction in Special Flood Hazard Areas, commonly known as floodplains. The Union County Board of Commissioners approved an amendment similar in nature to the recommendation of the Planning Board, but with an exemption for agricultural uses on November 16, 2009. During the process of developing this text amendment, there was discussion about what was meant by "fill". Subsequently, the Planning Board directed staff to come up with a definition for "fill." Staff researched this issue and ultimately presented a definition that was a combination from several sources that met the intent of our ordinance. At the April 6, 2010, Union County Planning Board meeting the Union County Planning Board unanimously recommended that this definition be added to Section 384 of the Union County Land Use Ordinance.

RECOMMENDATION:

Although, staff did research and present a definition to the Union County Planning Board, staff does not agree that the addition of a definition for "fill" is necessary. Staff believes that "fill"

should be left to the interpretation by the Floodplain Administrator. The opening sentence of Section 384, which is the definitions section of the Flood Damage Prevention article (this is also the definition section from the State Model Floodplain Ordinance) of the Union County Land Use Ordinance, provides that “unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.” Staff, after consultation with Milton Carpenter with the NC NFIP Program, believes that this sentence is included to provide a basis so as not to define every single term, but rather to allow for reasonable interpretations for specific circumstances such as the farmer who is spreading manure on their field or the homeowner who stockpiles dirt in a floodplain area for a temporary period of time while working on a project (neither of which constitute fill). Mr. Carpenter also expressed concern, and staff agrees, that by defining the term “fill” you may cause unforeseen problems with enforcement in the future due to the fact that instead of reasonable interpretation you have a rigid definition which may or may not work in every circumstance. Staff, therefore, recommends that this amendment to define “fill” not be adopted.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Sec. 384 DEFINITIONS.

Unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“Fill” means material from any source placed inside the SFHA causing a permanent increase in existing ground elevations.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: May 3, 2010

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

SUBJECT: Amended and Restated Agreement for Sewer Service to the Millbridge Development

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

ATTACHMENT(S): Amended and Restated Agreement **INFORMATION CONTACT:** Mr. Ed Goscicki

TELEPHONE NUMBERS:
704-296-4212

DEPARTMENT'S RECOMMENDED ACTION: Approve the draft Amended and Restated Agreement and allow the County Manager to execute the final Agreement upon legal review

BACKGROUND: October 26, 2005, Union County entered into an agreement with Sandler at Kensington LLC, for sewer service to the Millbridge and Cureton Developments including provisions for redirecting wastewater flow from the Tarkill Pump Station to the 6 Mile Creek Basin. November 19, 2005, Union County entered into an additional agreement that included provisions for redirecting additional wastewater flow from the Millbridge Pump Station to the 6 Mile Creek Basin. The total amount of wastewater flow to be redirected to the 6 Mile Creek Basin as part of these agreements totaled 1.15 MGD. These agreements provided for the design and construction of a 16" force main (Millbridge Diversion) at the sole cost of the Millbridge Development, to redirect the wastewater flows to the 6 Mile Creek Basin.

Effective February 7, 2007, NCDWQ ceased issuing Sewer Permits for the 12-Mile Creek WWTP pursuant to the state-imposed Moratorium. Consequently, Union County adopted a policy for allocating wastewater treatment capacity on September 17, 2007. This allocation policy identified the need for Union County to upgrade the "Millbridge Diversion" project in order to gain additional capacity to satisfy all third priority projects list in the policy. This will also maximize the utilization of our 3.0 mgd contract capacity with Charlotte-Mecklenburg Utilities. At that time a verbal agreement was agreed to by both Union County Public Works and the Millbridge Developer that the County would design and construct a larger Diversion Project with the understanding that Millbridge would pay for their original share of the cost.

This new Diversion Project, designed by Union County, provides for the construction of an 18

inch force main in lieu of the originally proposed 16 inch pipe and the construction of a new pump station at the 12 Mile Creek WWTP. This will give us the capacity to divert approximately 1.7 MGD from the 12 Mile system to the 6 Mile system compared to the original 1.15 MGD and up to 4.5 MGD with the construction of a future booster pump station. The cost estimate for this project is approximately \$5.34 MM, \$3 MM for a new pump station at 12 Mile WWTP and 2.34 MM for the 18 inch force main, of which we expect the developer to contribute approximately \$2.17 MM. To determine the developer's actual proportionate share of the cost we will be bidding this with a bid alternate for the construction of a 16 inch FM

In 2009 Sandler at Kensington LLC was taken over by Atlas Union SPE, This change provides the framework for a new Amended and Restated Agreement between Union County and Atlas Union SPE, please see attached Agreement. This agreement terminates all prior agreements and outlines both the responsibilities of Union as well as Atlas.

FINANCIAL IMPACT: \$5.34 MM, this project is fully funded within the approved CIP

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

eg Draft 3/11/10

**AMENDED AND RESTATED AGREEMENT FOR SEWER SERVICE TO THE
MILLBRIDGE DEVELOPMENT**

BETWEEN

ATLAS UNION SPE

AND

UNION COUNTY, NORTH CAROLINA

AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT made and entered into this ____ day of _____, 2010, by and between ATLAS UNION SPE, a North Carolina Corporation with its principal place of business at....., hereinafter referred to as "Atlas"; and Union County, a political subdivision of the State of North Carolina, hereinafter referred to as "Union";

RECITALS

WHEREAS: Atlas is the current owner of... and successor to Sandler at Kensington LLC, and

WHEREAS, on October 26, 2005, the parties entered into an Agreement for Sewer Service to the Millbridge and Cureton Developments (Developments) which included provisions for the redirecting of wastewater flows from the Tarkill PS within the development to the 6 mile Creek Basin and

WHEREAS, on November 19, 2005 the parties entered into an additional Agreement with Union that included provisions for the redirecting additional wastewater flows from the Millbridge PS within the Development to the 6 Mile Creek basin, and

WHEREAS, these agreements, in addition to other requirements of both parties, provided for the survey, design, permitting, easement acquisition and construction of a 16 inch wastewater force main, at the sole cost of Sandler at Kensington LLC, to effect the redirecting of the wastewater flows from the Millbridge Pump Stations to the 6 Mile Creek basin and

WHEREAS, Atlas and Union have agreed that it would now be in the best interests of both parties for Union to construct a 18 inch force main in lieu of the above noted 16 inch force main and to amend and restate the existing agreements to reflect that the construction of the will be undertaken by Union with proportional cost reimbursed to Union by Atlas for the 16 in force main required in the original agreements and

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WHEREAS, Atlas recognizes that is has limited water allocation to the Millbridge and Cureton Developments and that this Agreement does not change or modify the current water capacity allocated to these developments. At the present time this allocation is for 1087 ERUs, subject to the conditions stipulated in the County's Water Allocation Policy.

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

Section 1.0 Prior Agreements

As of the effective date hereof, all prior agreements between ATLAS and UNION are terminated and replaced by the terms hereof.

Section 2.0 Responsibilities of UNION

1. Union will provide surveying, permitting, design and construction of an 18 force main sufficient to redirect flow from the Twelve Mile Creek Basin to the receiving sewer in Six Mile Creek basin to meet the wastewater capacity needs of the Millbridge and Cureton Developments in additional to other areas within Union's 12 Mile Creek Service area as delineated in Exhibit 1 and hereafter referred to as the Divergence Project
2. Union agrees to reserve wastewater flow capacity for 1,785 equivalent residential units (ERU) for the Millbridge Development as shown in Exhibit 2. The use of this capacity within the development shall be at the discretion of Atlas; however this capacity reservation is not assignable to any other project. The remaining reserve capacity is now 699 ERUs
3. Union agrees to reserve wastewater flow capacity for 491 ERUs for the Cureton Project as shown in Exhibit 3 for residential development and 70,911 gpd of wastewater flow capacity for retail development as indicated below:

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	<u>Initial Reserve</u>	<u>Remaining Balance</u>
<u>Cureton 2</u>	<u>234 ERUs</u>	<u>0</u>
<u>Cureton 3</u>	<u>107 ERUs</u>	<u>0</u>
<u>Cureton 4</u>	<u>150 ERUs</u>	<u>48 ERUs</u>
<u>Cureton Retail</u>	<u>70,911 gpd (all phases)</u>	<u>46,940 gpd</u>

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Deleted: Cureton 3 - 107 ERUs
Deleted: Cureton 4 - 150 ERUs
Deleted: Cureton Retail - 70,911 gpd (all phases)¶

Section 3.0 Responsibilities of ATLAS

1. Atlas agrees to pay Union for its Proportional Share of the cost of construction of the above referenced 18 inch force main, which shall be determined by the County soliciting an alternative bid for a 16 in FM , in lieu of the 18 inch Forcemain described in Section 1, to obtain actual construction cost of the 16 inch force main. Atlas shall pay to Union the cost of constructing this bid alternate. Atlas shall have the opportunity to price the plans and alternate bid to confirm the pricing variations in addition to Union’s bidding process.

2. Moneys for GS Carolina’s proportional share of the 18 inch force main must be available at the time the County bids this project, which is currently estimated to be in April 2010. The amount of funds to be available will be based on the County’s engineer’s estimate. These moneys shall be placed in an escrow account....

3. Atlas will make construction payments to Union on a monthly basis. These payments will be equal to the proportionate share of the project cost as a percentage of the total construction cost of the Divergence Project time the current monthly certified application for payment from Union’s construction contractor for the Divergence Project. Payment shall be do to Union within 30 days of invoicing by Union.

4. Atlas will be responsible for evaluating the design of the existing Millbridge Pump Station, designed and constructed by Atlas, and if necessary, Atlas shall design, permit and construct necessary modifications to the pump station to satisfy the hydraulic conditions of the 18 inch force main route to Six Mile Creek... It is recognized that this Pump Station would have required modification to meet the hydraulic condition of the originally proposed 16 inch force main and that Atlas was solely responsible for the cost and construction of these modifications. Union will credit to Atlas the cost of any improvements to the Millbridge PS resulting from the proposed 18 in FM that is in addition to those modifications that would have been required to connect to the originally proposed 16 inch FM.

5. For the modifications to the Millbridge Pump Station, Atlas will pay all applicable fees and prepare the necessary applications to obtain approval of all regulatory agencies, including the re-permitting of any existing collection system permits as directed by NCDENR.
6. Atlas will contract for and have the modifications to the Millbridge P.S. constructed, inspected and placed into service in accordance with UCPW requirements, including as-builts and final certifications. All improvements and facilities shall become the property of Union County upon final certification.
7. The design of all facilities and improvements to be constructed by Atlas pursuant to this agreement shall be subject to approval by the Director of the Union County Public Works Department.
8. Atlas recognizes and agrees that Union policy requires payment of the balance of sewer capacity fees within three years of permit issuance for the sewer infrastructure or forfeit its reserve capacity. By this agreement Union agrees that Atlas will provide a letter of credit to Union for the balance of sewer capacity fees due at the execution of this agreement. The balance of capacity fees due Union shall be made as remaining lots are recorded. At each payment the letter of credit shall be reduced accordingly. Regardless of the timing of therecording of the balance of the lots within the developments the balanmce of all sewer capacity fees due to Union shall be paid no latter than February 1, 2014.

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9. Unless specifically excluded by this agreement Atlas will comply with all current policies and procedures of Union with regard to water and sewer line extensions, including payment of the then current water and sewer capacity fees and other rates and fees as may be adopted by the Board of County Commissioners.

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10. Union recognizes the desire of Atlas to serve the Southwest portion of the Millbridge Development with sewer service from the Lancaster, SC Water and Sewer Dstrict (LCW&SD) in order to minimize the need for the construction of additional sewage pumping station within the Development. Union will consider this request as the Development progresses. If this concept were to move forward it would be through an interlocal agreement between LCW&SD and Union. Any customers served by the Lancaster system would remain Union customers and wasterwater flow from the Development to Lancaster woud be through a master meter. The cost to implement such an arrangement including both on-site and off-site improvements would be the sole responsibility of Atlas. Nothing in this agreement should be construed by Atlas as permission or agreement by Union for the division of wastewater from the Development to the LCW&SD.

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**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 76
(Central Admin. use only)

SUBJECT: Eastern Water Supply- HDR Task Order 50 Authorization

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
Flow Chart

INFORMATION CONTACT:
Ed Goscicki

TELEPHONE NUMBERS:
704-296-4212

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

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

Task Order 50 was originally considered by the Board on March 15, 2010. At that time the motion to approve the authorization did not pass and staff was directed to bring the item back to the next Commission Workshop for further explanation and consideration. The item was on the Board's April 14, 2010, Workshop agenda, but time constraints did not allow for consideration by the Board.

The primary discussion by the Board at the March 15th meeting regarded the interconnectivity of the proposed tasks and questioned if all tasks identified in the Task Order needed to move forward at this time. The following is a synopsis of these subtasks and a description of the interplay among them. We have also attached a flow diagram that pictorially shows the relationships between these tasks.

1. Identify Potential Partners – Establish potential players, identify their long-term needs, identify their water quality and pressure requirements and potential connection points, determine potential IBT impacts for each partner (they will need to be signatory to any IBT Certificate), discuss potential financial and operational partnering arrangements.

2. Determine Permissible Withdrawal from Yadkin-Pee Dee River – HDR has previously developed the reservoir system models which will need to be modified and rerun to determine available withdrawals which do not impact Progress Energy EIS and do not negatively impact Progress Energy operations or the environment. Based on this analysis, Progress Energy may choose to assess a surcharge for the raw water which will impact the overall cost of water.
3. Identify Permitting Requirements – Identify project stakeholders, key permits, permitting steps and data needs, and schedule impacts. Critical to this analysis are the impacts to the current Progress Energy EIS and the need and extent of Interbasin Transfer. This ties to the permissible yield and potential project partners.
4. Refine Partnerships and Capacity Requirements – Once modeling is completed and yield is known, and permitting/schedule impacts are identified, return to the project partners to review status and identify any potential changes related to the available water supply, long-term schedule and reassess project partner interest and participation.
5. Determine Potential WTP Sites – Potential WTP sites will be identified based on input from potential project partners and their locations as well as other evaluation criteria. Transmission requirements to and from each site will be identified. This includes routing and sizing based on the first iteration of the project partners requirements and UC growth projections developed by B&V.
6. Develop Preliminary Cost Estimates - Based on UC and project partner water supply needs, available supply from Yadkin-Pee Dee, and potential plant locations, develop conceptual level costs for land, raw water pumping and conveyance, treatment and finished water transmission to project partners and UC.
7. Refine Partnerships and Capacity Requirements - Return to project partners with cost data and schedule to finalize project partners needs and participation.
8. Determine Potential WTP Sites - If needed, update treatment site recommendations, conveyance recommendations and project costs based on final partner participation.
9. Input to B&V Master Plan

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

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

EXHIBIT A

TASK ORDER NO. 50

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

TASK ORDER NUMBER: 50

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

PART 1.0 PROJECT DESCRIPTION

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

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

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

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

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

PART 3.0 ADDITIONAL SERVICES

The ENGINEER shall provide the Services stated below.

Task 1.0 – Project Management

HDR will provide the following activities under this task:

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

Task 2.0 – Identify and Finalize Project Partners

HDR will provide the following services under this task:

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

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

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

Deliverables:

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

Task 3.0 – Water Treatment Plant Siting Analysis

HDR will provide the following services under this task:

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

Deliverables:

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

Task 4.0 – Prepare Conceptual Level Project Cost Opinion

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

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

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

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

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

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

Deliverables:

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

Task 5.0 – Identify Permitting Requirements and Update Project Schedule

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

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

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

HDR will provide the following services under this task:

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

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

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

Deliverables:

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

Exclusions:

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

PART 4.0 OWNER'S RESPONSIBILITIES

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

PART 5.0 PERIODS OF SERVICE

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

- Tasks 1.0 through 5.0 Six months from Notice to Proceed

PART 6.0 PAYMENTS TO ENGINEER

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

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

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

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

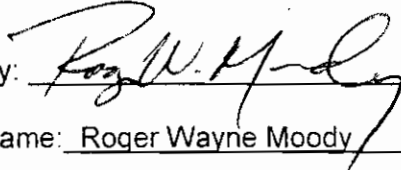
Payment for Additional Services shall be agreed to in writing by the Parties.

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

Union County, North Carolina
OWNER

HDR Engineering Inc. of the Carolinas
ENGINEER

By: _____

By:  _____

Name: _____

Name: Roger Wayne Moody

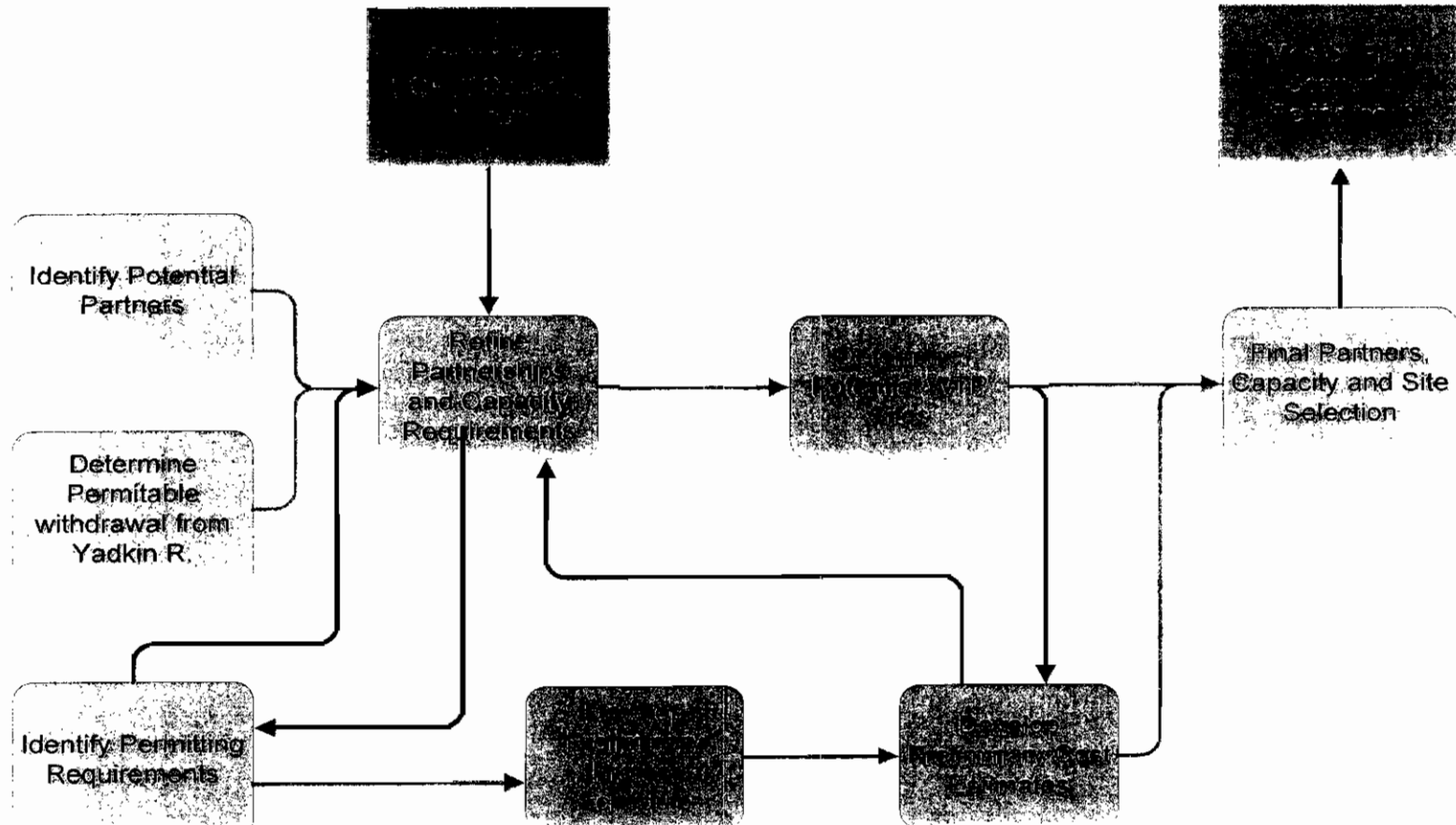
Title: _____

Title: Senior Vice President

Address: 500 N. Main Street
Monroe, NC 28112

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

Eastern Water Supply HDR Task Order 50



**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: April 19, 2010

Action Agenda Item No. 8

(Central Admin. use only)

SUBJECT: Consideration of Resolution to the North Carolina Turnpike Authority

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

ATTACHMENT(S):
none

INFORMATION CONTACT:
Brett Vines, Public Information

TELEPHONE NUMBERS:
704-283-3546

DEPARTMENT'S RECOMMENDED ACTION: Discuss and consider adopting resolution in support of renaming the Monroe Bypass the "Union County Parkway" or a name suggested by citizens of Union County.

BACKGROUND: The Board of Commissioners on March 15 considered a resolution recommending the North Carolina Turnpike Authority officially name the proposed Monroe Bypass the "Union County Parkway."

On March 15, commissioners were presented copies of a letter from the Union County Farm Bureau requesting the proposed Bypass be named the "Union County Parkway." The letter includes support for the name change from the Union County Agricultural Advisory Board, Union County Cattleman's Association, and the Union Soil & Water Conservation Board.

While Commissioners were receptive to considering the Farm Bureau's recommendation, the Board decided to seek input from the community before passing a resolution requesting a specific name. Commissioners directed County staff to solicit feedback from the community for a Bypass name and to bring the information back to the Board at their May 3 meeting.

The County created an email address where citizens could suggest a new name for the Bypass. There was also a link on the County's website to the email address. The email address was publicized in press releases, UCTV 16 and County newsletters.

We received 16 name suggestions from citizens of Union County. Three (3) citizens suggested keeping the name Monroe Bypass; two (2) citizens suggested naming the Bypass the Jesse Helms Parkway; and each of the following names was suggested once - Union Parkway,

Piedmont Parkway, Steeplechase Parkway, Queens Cup Parkway, Queens Cup Greenway, Garibaldi Gateway, Garibaldi Bypass, Linn Garibaldi Bypass, Sea-Mountain Parkway, Wm Simpson Parkway, Wingate University Parkway, Sweet Union Scenic Highway, Stallings-Marshville Parkway, and Union County Parkway.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

RESOLUTION REQUESTING NAMING OF THE “MONROE BYPASS/CONNECTOR” TO THE “UNION COUNTY PARKWAY”

WHEREAS, the Monroe Bypass/Connector project the Project is a combination of two projects previously analyzed by the North Carolina Department of Transportation (NCDOT), the Monroe Bypass (US 601 in Monroe to US 74 near Marshville) and the Monroe Connector (I-485 to US 601 in Monroe), and

WHEREAS, the North Carolina Turnpike Authority (NCTA) adopted the Monroe Connector as one of its first toll candidate projects, and

WHEREAS, in 2006, the Mecklenburg-Union Metropolitan Planning Organization (MUMPO) requested that the Monroe Bypass also be adopted by the NCTA and combined with the Monroe Connector into a single planning and environmental study administered by the NCTA, and

WHEREAS, the NCTA Board adopted combining the Monroe Bypass with the Monroe Connector in November 2006, and

WHEREAS, the Project will be a four-lane, controlled-access, toll road approximately 20 miles long that extends from US 74 at I-485 in eastern Mecklenburg County to just west of the Town of Marshville in Union County, and

WHEREAS, the Project would improve mobility and capacity throughout Union County as well as provide a new high-speed route for regional travel,

NOW, THEREFORE, BE IT RESOLVED, that the Union County Board of Commissioners request the North Carolina Turnpike Authority to designate the new toll facility as the Union County Parkway.

Adopted the 3rd day of May, 2010.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 3 May 2010

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

SUBJECT: Proposal to Honor Confederate Pensioners of Color from Union County

DEPARTMENT: Central Administration **PUBLIC HEARING:** Yes

ATTACHMENT(S):
Copy of Proposal

INFORMATION CONTACT:
Matthew Delk, Asst. Manager

TELEPHONE NUMBERS:
704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Receive presentation by Mr. Tony Way, and refer the attached proposal to the Union County Historic Preservation Commission for review and comment.

BACKGROUND: Mr. Tony Way, a local historian, has worked with other local historians and geneologists to identify names, details, and gravesites of African-American Veterans of the Confederate Army during the War Between the States (American Civil War). Mr. Way has compiled an extensive history of these Veterans, including records for ten men who were paid Veteran's Pensions by the State. These Veterans were referred to as "Pensioners of Color" on government records, and the last of these gentlemen, Mr. Ned Byrd, passed away in 1942.

Mr. Way proposes that the County allow a monument to be placed on the grounds of the historic Courthouse in order to memorialize these Veterans. Mr. Way proposes a 4' by 4' granite marker to be placed within the brick sidewalk in front of the current Confederate Monument, to be paid for with private funds. A design of the monument and inscription is included in the attached proposal.

Staff recommends that the Board receive Mr. Way's presentation, and refer the proposal to the Union County Historic Preservation Commission for review and comment. Legal staff will work with the Preservation Commission to identify and assist with any legal steps relative to this process.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

Manager Recommendation:

Monument or Marker Proposal for Union County's Confederate Pensioners of Color

Questions first began to arise as to who these African-Americans were when old local newspaper articles surfaced listing the names of 'colored' veterans of the War Between the States (Civil War).

To help answer these questions, copies of each man's pension application were obtained from the Rowan County Public Library in Salisbury, NC.

It was first discussed among a group of interested persons that a grave marker could be erected for either Aaron Perry, a slave from Union County who served with Dr. John B. Ashcraft or perhaps one for Ned Byrd, who served with his master's son, King Byrd. Byrd, being the last surviving male pensioner of the county, seemed the most likely candidate, though the exact location of his grave at Watts Grove Baptist Church was never determined.

It was then discussed among the group that a marker or monument recognizing all ten of the men would be a better acknowledgement of these forgotten men and the service they performed; the monument to be placed near the current Confederate marker of Union County.

The group of interested persons working on or gathering research for this project consists of Tony Way, Worth Barbee, Jack Clay, Ray Norkett. Research Advisor to the group is Patricia Poland, Genealogy & Local History Librarian for the Union County Public Library.

Others have expressed interest or been consulted such as retired Union County educator, Bea Colson and Earl James, African-American curator at the North Carolina Museum of History.

The N. C. State Archives has confirmed that Union County has only these ten pensioners of color however, there will be space on the marker for at least two additional names if needed.

Several descendants have been kept up-to-date about this project and support it. Hettie Byrd Wright, great-granddaughter of Ned Byrd, is one of those descendants who currently lives in Monroe. Research is on-going in the search for more descendants of the other men.

The Enquirer-Journal has run one article about the project (Dec. 23, 2009, page 1) with sidebar, page 1 follow-ups on Dec. 25 and 31.

The purpose of the monument or marker is two-fold:

1.) Recognize the contributions of over-looked African-Americans, in particular enslaved individuals, within the Confederate Armies during the War Between the States, specifically these ten men who were pensioners of our county.

2.) Recognize the need for the history of Union County to be all-inclusive. The current Confederate monument does not effectively do this in the case of these men and the hundreds of others like them who are nameless to us.

Funding will be through private donations, led by Tony Way, once approval of such a monument has been given. Solicitation of donations will most likely be through presentations or discussions with individuals or groups interested in American and local history. No one single organization or person will be credited with raising funds or erecting the monument.

Revised 4/14/2010

Confederate Pensioners of Color: Union County, North Carolina

Last Name	First	Where born	State served	Regiment	Death Date & Burial site if known	Date of Pension	Obit? Y/N
Ashcraft*	Wilson	Union County, NC	NC	53rd, Co I	12/3/1937, Union Co., NC	7/4/1932	Y
Byrd	Ned	Chesterfield Co., SC	SC	22nd?	2/6/1942, Watts Grove (Union Co., NC)	8/13/1929	Y
Clyburn	Weary/Wary	Lancaster Co., SC	SC	12th, Co E	3/30/1930, Hillcrest (orig. grounds)	2/1/1926	N
Cunningham	Wyatt	Liberty Hill, SC	SC	Waggoner	11/10/1933, Ebenezer (Waxhaw, NC)	7/23/1931	N**
Cureton	George	Liberty Hill, SC	SC	4th & 7th CAV	9/5/1934, Bethel (Gospel Way in Waxhaw, NC)	2/4/1929	Y
Cuthbertson	Hamp	Union County, NC	NC	Fort Fisher	C/F in Union Co. but died b/t Jun - Dec 1932 per pension list	7/11/1927	
Fraser/Frasier	Mose	Lancaster Co., SC	SC	12th, Co E	12/19/1934***, Rose Hill (SC)	7/19/1933	Y
McGill	Lewis	Lancaster Co., SC	SC	22nd	12/14/1933, Clarksville (Union Co., NC)	7/23/1931	N**
Perry	Aaron	Union County, NC	NC	37th, Co D	3/14/1930, Philadelphia Baptist, (Union Co., NC)	2/4/1929	N
Sanders	Jeff	Lynch's River, SC	SC	26th, Co B, Free negro	11/4/1932, Nicey Grove, (Wingate, NC)	9/23/1931	N

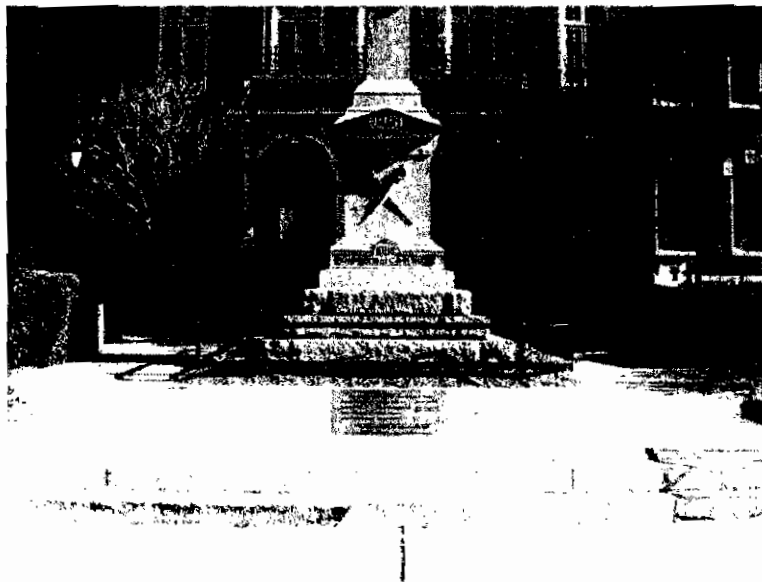
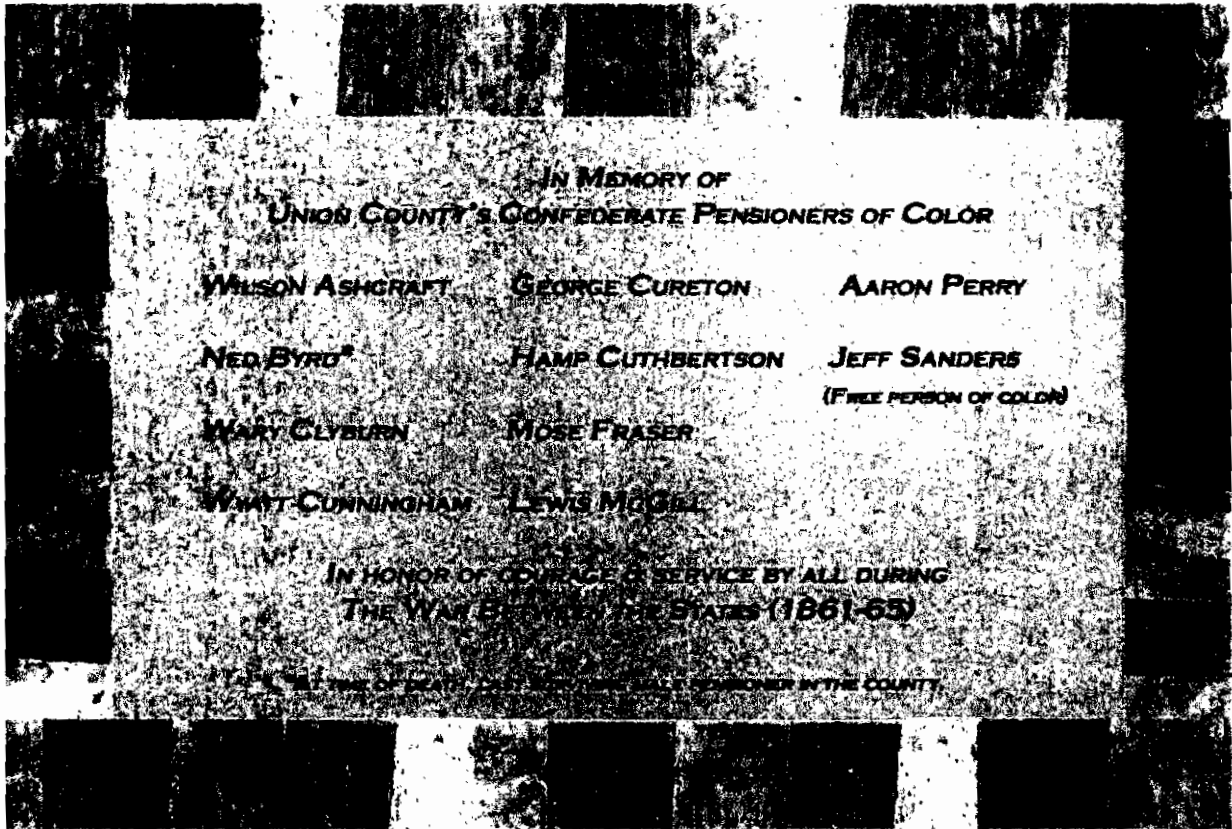
C/F = Can't find; Y=Yes there was a death notice in newspaper; N=No published death notice

*Wilson's name does not appear on the list published 12-15-1932 (Monroe Enquirer), Wilson's name is included in "North Carolina Troops: 1861-1865, Vol. XIII, page 150; **deaths mentioned in Dec. 14, 1933 Pension list in Monroe Enquirer. Copies of all above pensions are in the library files as well as more information on each pensioner. ***Mose Fraser's name appears as receiving a pension check on the 6-17-1935 list in the Monroe Enquirer; both Fraser and Ashcraft's names appear as having died in the past year on the 12-16-1935 list.

Revised April 2010

Union County Public Library, 316 E. Windsor St., Monroe, NC 28112 704-283-8184 ext 224

www.union.lib.nc.us



MOCK-UP ONLY OF FLAT GRANITE STONE TO BE PLACED IN BRICK WALK IN FRONT OF CURRENT CONFEDERATE MONUMENT



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

AGENDA ITEM
52a
MEETING DATE 5/3/10
704-283-3848
704-283-3897 Fax

TO: Lynn West
Clerk to the Board

FROM: John Petoskey *Jep.*
Tax Administrator

DATE: April 14, 2010

SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending March 31, 2010 is attached for your information and review.

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

Attachment

JP/PH

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

MARCH 31, 2010 REGULAR TAX	2010	2009	2008	2007
BEGINNING CHARGE	119,757.37	147,329,340.59	143,613,728.18	116,293,044.63
DISCOVERIES	40,466.57			
FARM DEFERMENTS		3,328.59	62.84	55.75
RELEASES	(398.99)	(40,114.16)	(6,035.03)	(2,354.79)
CORRECTED RELEASES FOR FEBRUARY		405.65		
TOTAL CHARGE	159,824.95	147,292,960.67	143,607,755.99	116,290,745.59
BEGINNING COLLECTIONS	48,169.81	138,137,120.32	141,368,466.02	115,628,284.82
COLLECTIONS	36,194.45	2,613,320.13	228,660.99	31,223.28
TOTAL COLLECTIONS	84,364.26	140,750,440.45	141,597,127.01	115,659,508.10
BALANCE OUTSTANDING	75,460.69	6,542,520.22	2,010,628.98	631,237.49
PERCENTAGE OF REGULAR	52.79%	95.56%	98.60%	99.46%
MARCH 31, 2010 MOTOR VEHICLE				
BEGINNING CHARGE		8,281,703.75	11,729,523.48	12,061,294.19
10TH MOTOR VEHICLE BILLING		772,512.17		
ASSESSOR RELEASE		(5,638.39)	(458.92)	
ASSESSOR REFUND		(622.27)	(290.81)	(408.27)
COLLECTOR RELEASE		(6,938.66)	(1,027.09)	
COLLECTOR REFUND		(2,248.11)	(189.92)	
REIMBURSEMENTS		3,984.53	2,666.46	325.23
ADJUSTMENTS		28.01	1.00	
TOTAL CHARGE		9,042,781.03	11,730,224.20	12,061,211.15
BEGINNING COLLECTIONS		6,621,580.94	11,439,904.40	11,923,084.23
COLLECTIONS		934,531.92	57,230.90	4,582.01
TOTAL COLLECTIONS		7,556,112.86	11,497,135.30	11,927,666.24
BALANCE OUTSTANDING		1,486,668.17	233,088.90	133,544.91
PERCENTAGE OF MOTOR VEHICLE		83.56%	98.01%	98.89%
OVERALL CHARGED		156,335,741.70	155,337,980.19	128,351,956.74
OVERALL COLLECTED		148,306,553.31	153,094,262.31	127,587,174.34
OVERALL PERCENTAGE		94.86%	98.56%	99.40%

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

MARCH 31, 2010 REGULAR TAX	2006	2005	2004	2003
BEGINNING CHARGE	96,276,088.33	86,245,500.88	75,934,946.29	60,651,659.92
DISCOVERIES				
FARM DEFERMENTS	49.92			
RELEASES	(985.23)	(995.06)	(945.62)	
CORRECTED RELEASES FOR FEBRUARY				
TOTAL CHARGE	96,275,153.02	86,244,505.82	75,934,000.67	60,651,659.92
BEGINNING COLLECTIONS	95,854,804.60	86,000,789.81	75,769,402.51	60,533,522.35
COLLECTIONS	12,931.10	3,355.08	1,717.86	1,484.88
TOTAL COLLECTIONS	95,867,735.70	86,004,144.89	75,771,120.37	60,535,007.23
BALANCE OUTSTANDING	407,417.32	240,360.93	162,880.30	116,652.69
PERCENTAGE OF REGULAR	99.58%	99.72%	99.79%	99.81%
MARCH 31, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	10,333,743.50	-	-	-
10TH MOTOR VEHICLE BILLING			-	-
ASSESSOR RELEASE			-	-
ASSESSOR REFUND			-	-
COLLECTOR RELEASE			-	-
COLLECTOR REFUND			-	-
REIMBURSEMENTS			-	-
ADJUSTMENTS			-	-
TOTAL CHARGE	10,333,743.50	-	-	-
BEGINNING COLLECTIONS	10,243,759.25	-	-	-
COLLECTIONS	1,214.77	-	-	-
TOTAL COLLECTIONS	10,244,974.02	-	-	-
BALANCE OUTSTANDING	88,769.48	-	-	-
PERCENTAGE OF MOTOR VEHICLE	99.14%			
OVERALL CHARGED	106,608,896.52	86,244,505.82	75,934,000.67	60,651,659.92
OVERALL COLLECTED	106,112,709.72	86,004,144.89	75,771,120.37	60,535,007.23
OVERALL PERCENTAGE	99.53%	99.72%	99.79%	99.81%

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

MARCH 31, 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				
CORRECTED RELEASES FOR FEBRUARY				
TOTAL CHARGE	51,673,900.40	48,122,649.67	43,552,864.81	40,736,778.57
BEGINNING COLLECTIONS	51,589,148.09	48,059,842.55	43,509,584.95	40,698,324.25
COLLECTIONS	328.70	488.16	72.94	
TOTAL COLLECTIONS	51,589,476.79	48,060,330.71	43,509,657.89	40,698,324.25
BALANCE OUTSTANDING	84,423.61	62,318.96	43,206.92	38,454.32
PERCENTAGE OF REGULAR	99.84%	99.87%	99.90%	99.91%
MARCH 31, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
10TH 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	51,589,476.79	48,060,330.71	43,509,657.89	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: May 3, 2010

Action Agenda Item No. 5/3a
(Central Admin. use only)

SUBJECT: Mecklenburg EMS Tower License Agreement

DEPARTMENT: Communications **PUBLIC HEARING:** No

ATTACHMENT(S):
Draft Tower License Agreement from
Legal

INFORMATION CONTACT:
Dawn Hinkel

TELEPHONE NUMBERS:
704-283-3550
704-507-0078
704-681-2746

DEPARTMENT'S RECOMMENDED ACTION: Authorize manager to approve the agreement pending legal review

BACKGROUND: Mecklenburg County EMS agency has requested permission to place a repeater and necessary equipment for same on the tower located at the Sheriff's Office. This equipment could be beneficial to Union County in the event of disaster or emergency providing inoperability benefits to communicate with the surrounding county hospitals. This equipment will not interfere with any equipment that is currently installed on our tower.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

UNION COUNTY - CONTRACT CONTROL SHEET

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

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2390

Party/Vendor Name: Mecklenburg EMS

Party/Vendor Contact Person: Joe Penner Contact Phone: 704-943-6000

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

Address: 4525 Statesville Road City: Charlotte State: NC Zip: 28269

Department: Communications Amount: N/A

Purpose: Tower Site Agreement Sheriff Wingate Site

Budget Code(s)(put comma between multiple codes): N/A

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: When signed

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: 10-26-2009

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: _____

Clerk to confirm authorization given _____

RISK MANAGEMENT

Use Standard Template

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

OR See Working Copy OR No Insurance Required waver in contract

Hold Contract pending receipt of Certificate of Insurance

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

Risk Manager's Signature: [Signature] Date: 11/3/09

INFORMATION TECHNOLOGY DIRECTOR

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

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

IT Director's Signature Date: _____

BUDGET AND FINANCE

Date Received: _____

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

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

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

Notes: _____

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

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

Finance Director's Signature: _____ Date: _____

CLERK

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

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

COUNTY MANAGER

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

County Manager's Signature: _____ Date: _____

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STATE OF NORTH CAROLINA

TOWER LICENSE AGREEMENT

COUNTY OF UNION

THIS LICENSE AGREEMENT, is made and entered into this _____ day of _____, 2010, by and between Union County, a political subdivision of the State of North Carolina, (“Union”), and Mecklenburg EMS Agency. Union and Mecklenburg EMS Agency may be referred to collectively in this Agreement as the “Parties.”

RECITALS

Whereas Union has a tower located at 3344 Presson Road, Monroe, North Carolina 28112 used for relaying emergency radio transmissions (“Tower”); and

Whereas a device known as a “repeater” and associated equipment (a BMOY-4405 link antenna with a 1/2" hardline running from the antenna into the tower building to a UHF link radio that receives on 441.600 MHz and would put out no more than 10 watts to the BMOY-4405 link antenna) (hereinafter collectively referred to as the “Equipment”) located upon the Tower can provide public safety benefits because it would provide another link of communications to area hospitals located within the 10 county urban area strategic initiative in the event of a disaster; and

Whereas Mecklenburg EMS Agency owns Equipment and wishes to install it on Union’s Tower; and Union desires for Mecklenburg EMS Agency to place their Equipment on Union’s Tower so that Union County will receive the public safety benefits described above.

Therefore, for and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Equipment Placement.** Union shall allow Mecklenburg EMS Agency to place their Equipment on Union’s Tower subject to the terms and conditions of this Agreement. Mecklenburg EMS Agency shall not install the Equipment in any position on the Tower that is reasonably likely to interfere with the operation of any antennae located on the Tower as of the Effective Date. Mecklenburg EMS Agency agrees that it has inspected the Tower and accepts the condition of the Tower in an “as is/where is” condition.
2. **Use of Site.** Mecklenburg EMS Agency shall use the Equipment solely for the purpose of providing communications in furtherance of its normal and customary governmental functions and for no other purpose.

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3. **Termination.** Union may terminate this Agreement at any time without notice, cause or penalty. Mecklenburg EMS Agency may terminate this Agreement at any time without cause or penalty upon 30 days written notice to Union. In the event of termination by either party, Mecklenburg EMS Agency shall be solely responsible for the removal, at its own cost and expense, of the Equipment, and shall surrender the occupied portion of the Tower in good condition except for reasonable wear and tear. If Mecklenburg EMS Agency does not remove the Equipment within thirty (30) days of the termination, Union shall have the option of removing the Equipment. In such event, Mecklenburg EMS Agency shall reimburse Union for all of the expenses associated with Union's removal of the Equipment, and Union shall reasonably cooperate with Mecklenburg EMS Agency to return their Equipment to them, at Mecklenburg EMS Agency's sole expense, in a reasonable time. This provision shall survive the termination of the agreement.
4. **Equipment Maintenance.** Mecklenburg EMS shall be solely responsible for the operation, installation, maintenance, and upkeep of the Equipment. Union disclaims and Mecklenburg EMS Agency releases Union, its employees, agents, and officers from all responsibility or liability for Mecklenburg EMS Agency's Equipment or any damage to it, including but not limited to upkeep, regular maintenance, or repair. Union disclaims and Mecklenburg EMS Agency releases Union, its employees, agents, and officers from all responsibility for any payment associated with upkeep, regular maintenance, or repair, regardless of any previous course of dealing or course of performance between the Parties to the contrary. In the event the Equipment is destroyed, or otherwise rendered unusable or unsalvageable, Union disclaims and Mecklenburg EMS Agency releases Union, its employees, agents, and officers from all responsibility for the condition of such Equipment, regardless of the cause.
5. **Financial Responsibility for Installation, Maintenance, or Repair.** Mecklenburg EMS Agency acknowledges and agrees to pay for installation, maintenance and repair services that Mecklenburg EMS Agency has authorized in advance. Union specifically disclaims and Mecklenburg EMS Agency releases Union from all responsibility for these costs.
6. **Financial Responsibility for Monthly Utilities.** Union shall pay the monthly utility bill associated with the use of the Equipment. Notwithstanding anything herein to the contrary, Mecklenburg EMS Agency understands and agrees that Union shall not be responsible for providing emergency power for the Equipment. Mecklenburg EMS holds Union harmless and assumes all risk of loss, damage, or destruction to the Equipment resulting from any voltage or cycle fluctuations or power outages.

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7. **Ownership of the Equipment and Taxes.** The Equipment and any other property of Mecklenburg EMS Agency located on the Tower or the premises of the Tower shall at all times be deemed to be the personal property of Mecklenburg EMS Agency for all purposes. Should Union incur any taxes because of Mecklenburg EMS Agency's installation of the Equipment, Mecklenburg EMS Agency shall be responsible for such taxes.
8. **Interference.** Mecklenburg EMS Agency shall not cause interference of any kind to the operation of equipment by Union or by any other licensees or lessees of Union on the Tower. Upon notice of interference, Mecklenburg EMS Agency shall act immediately to correct such interference. If Mecklenburg EMS Agency does not correct such interference within the time frame deemed to be reasonable by Union or if the interference is interfering with the operations of any of Union's emergency services, Union shall have the right to cause Mecklenburg EMS Agency to cease operating the Equipment or reduce the power sufficiently to remove the interference.
9. **Release.** Mecklenburg EMS Agency shall release Union, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain arising directly or indirectly out of alleged bodily injury, property damage or any other damage or injury allegedly caused by in whole or in part, contributed by, or associated with any of the Equipment covered by this Agreement. In addition, Mecklenburg EMS Agency agrees to select qualified vendors approved by Union to perform work relating to the installation, maintenance and repair of equipment owned by Mecklenburg EMS Agency. Furthermore, Mecklenburg EMS Agency hereby releases Union from any liability for loss of or damage to the Equipment caused by fire or other casualty. This provision shall survive termination of this Agreement.
10. **No Entry.** Nothing herein shall be construed as to grant Mecklenburg EMS Agency, its agents, employees, or anyone else, permission to enter Tower premises. Neither Mecklenburg EMS Agency, nor his agents or employees, shall enter the Tower premises without being accompanied by the County Manager or his/her designee. The appropriate designee shall be determined by the County Manager, within his or her sole discretion. Such designee may include, but not be limited to, a licensed and insured radio professional as approved by Union.
11. **Strict Compliance.** Union may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the Parties to the contrary. Any

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delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach or default.

12. **Assignment.** Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder to any other party under any condition without the prior written consent of the other party.
13. **Agreement Situs.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Agreement, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract without regard to its choice of law provisions.
14. **Headings.** The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof.
15. **Severability.** If any part of this Agreement shall be determined to be invalid, illegal or unenforceable by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonably possible.
16. **Choice of Law and Venue.** All matters, whether sounding in contract or tort relating to validity, construction, interpretation and enforcement of the Agreement, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Agreement without regard to its choice of law provisions.
17. **Entire Agreement and Amendment.** This is the entire agreement of the parties. This agreement may be supplemented, amended or revised only in writing by agreement of the parties.
18. **Survival.** Those sections of this agreement that, which by their nature would reasonably be expected to continue after the termination of this Agreement, shall survive the termination of this Agreement.
19. **Non-Exclusive.** Mecklenburg EMS Agency understands and agrees that Union may access the Tower and install additional equipment (including but not limited to transmitting equipment) for any purpose and that Union may permit others to do so.
20. **Compliance with Law.** Mecklenburg EMS Agency shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any

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and all governmental bodies, agencies, authorities, and courts having jurisdiction and with any direction made pursuant to law of any public officer which shall impose any duty upon Mecklenburg EMS Agency with respect to the Tower and/or Equipment. With respect to the Equipment, Mecklenburg EMS Agency shall be solely responsible for complying with any licensing, permitting, compliance, or certification requirements imposed by the Federal Communications Commission and the Federal Aviation Administration.

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have cause this instrument to be executed on the date first written above.

ATTEST:

MECKLENBURG EMS AGENCY

By: _____
(Signature)

By: _____
(Signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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

Finance Director

ATTEST:

UNION COUNTY

By: _____
Lynn West, Clerk to the Board

By: _____
Alfred W. Greene, County Manager

Approved as to Legal Form _____

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

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Finance Director

AWARD PROVISIONS
ARRA Funds
County Nutrition Program Providers

By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Reporting Requirements

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semi-skilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American provision

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

Wage Rate Provision

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Office of State Budget and Management Access to Records

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

Subgrantee Agency/ Name: _____

Authorized Agency Signature

Title

Date

(Certification signature should be same as ARRA contract signature.)

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: **MAY 3, 2010**

Action Agenda Item No. 5/3a
(Central Admin. use only)

SUBJECT: ABC (About Breast Cancer) Susan G. Komen Foundation Grant

DEPARTMENT: Health

PUBLIC HEARING: No

ATTACHMENT(S):

Komen Grant RFA 2010-2011
Komen Grant Contract Proposal 2010-
2011
Budget Ordinance Amendment #47

INFORMATION CONTACT:

Phillip Tarte, Health Director

TELEPHONE NUMBERS:

704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: 1) Authorize County Manager to approve a Grant Agreement from the Susan G. Komen Foundation and pending legal approval, and 2) Adopt Budget Ordinance Amendment #47

BACKGROUND: The Charlotte Affiliate of Susan G. Komen for the Cure, Inc. has awarded a community grant to the Union County Health Department for the About Breast Cancer (ABC) Project. The Health Department is one of 24 organizations to receive funding this year. This will be the department's eighth year as a recipient. The grant will provide breast health education and breast cancer screening for medically underserved residents. The funds will provide mammograms for women in the county who have no health insurance or limited health insurance and do not qualify for other means of assistance. Limited funds are available for medically necessary diagnostic tests for health department patients and ABC clients through the grant. The Komen funds will enable the Health Department to provide life-saving breast health services that would otherwise be unavailable. The Project will also partner with other community agencies to host the Pink with a Purpose survivor celebration in October.

FINANCIAL IMPACT: No county funds are required. The period of performance for this grant is April 2010 through March 2011. The total grant award is \$65,270. The County anticipates receiving \$38,962 in FY 09/10. We currently have appropriated \$21,670; therefore, the budget amendment appropriates an additional \$17,292 in FY 09/10. The balance of the grant award in the amount of \$26,308 will be included in the FY 10/11 budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:

UNION COUNTY - CONTRACT CONTROL SHEET

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

DEPARTMENT EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2478

Party/Vendor Name: Charlotte Affiliate for Susan G. Komen for the Cure

Party/Vendor Contact Person: Mary Hamrick Contact Phone: 704-347-8181

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

Address: 505 East Blvd., Suite 101 City: Charlotte State: NC Zip: 28203

Department: Health Amount: \$65,270

Purpose: Grant funding

Budget Code(s)(put comma between multiple codes): 10551151-1353

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: April 1, 2010

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

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

Department Head's Signature: *Phillip E. Tate* Date: 4-13-10

Approval by Board

ATTORNEY

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

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

Approval by Manager per authorization of Board

Date of Board authorization: _____

Attorney's Signature: _____

Approval by Manager subject to authorization by Board

Date: _____

Date Board authorization requested: _____

Clerk to confirm authorization given

Use Standard Template

RISK MANAGEMENT

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

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

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

Risk Manager's Signature: _____ Date: _____

INFORMATION TECHNOLOGY DIRECTOR

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

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

IT Director's Signature Date: _____

Date Received: _____

BUDGET AND FINANCE

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

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

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

Notes: _____

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

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

Finance Director's Signature: _____ Date: _____

CLERK

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

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

Attorney Information Tech. Director Other: _____

COUNTY MANAGER

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

County Manager's Signature: _____ Date: _____

GRANT CONTRACT

CHARLOTTE AFFILIATE OF SUSAN G. KOMEN FOR THE CURE

PERIOD OF GRANT: April 1, 2010 – March 31, 2011

GRANTEE: Union County Health Department

PROJECT DIRECTOR: Lyda Taylor, ABC Project Coordinator

BREAST CANCER PROJECT TITLE: About Breast Cancer (ABC) Project

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Charlotte Affiliate of Susan G. Komen for the Cure ("Komen Affiliate") does hereby grant Union County Health Department ("Grantee") funds in the amount of \$65,270.00 ("Grant Funds" or "Grant") subject to the following terms and conditions ("Grant Contract"). This Grant Contract shall be null and void if not executed within 90 days of receipt of the contract.

Breast Cancer Project:

- A. Unless otherwise stated herein, the breast cancer project ("Breast Cancer Project"), which is the subject of this Grant Contract, shall be implemented as described in Grantee's grant application to Komen Affiliate ("the Grant Application"). A copy of the Grant Application is attached hereto as Exhibit "A" and made a part hereof for all purposes. To the extent that the terms of this Grant Contract conflict with the terms of Exhibit "A," the terms of this Grant Contract shall prevail.
- B. Restrictions for the Grant Funds include: **20% project director salary (\$11,498.00); bilingual salary (\$6,120.00); BCCCP nurse salary (\$3,477.00); 100% outpatient costs (\$36,805.00); Supplies (\$5,520.00); 100% Pink with a Purpose (\$1,850.00)** Notwithstanding the above and the provisions of Section 1.D, Grantee, at its discretion and without a formal request, may move up to five

percent of total Grant Funds across budget categories to implement the Breast Cancer Project. However, Grant Funds may not be moved across categories, if the result exceeds any maximum allowable cost set for a budget line item, such as equipment or indirect costs. Any such changes exceeding these limits require prior written approval by the Komen Affiliate.

- C. Komen Affiliate shall receive copies of all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, reports, articles and other publications and materials created in connection with the Breast Cancer Project (collectively, the "Materials") at no charge. Grantee grants Komen Affiliate, the Foundation (as such term is defined below) and the Foundation's affiliates a limited, non-exclusive license to use such Materials for their own non-commercial purposes.
- D. Komen Affiliate shall be notified at least 30 days in advance in writing and must give prior written approval for any proposed changes to the design, key personnel, Budget, content, goals, objectives or timeline of the Breast Cancer Project.
- E. Terms as specified under restrictions.

Grant Payments and Remittance of Unspent Grant Funds:

- A. Grant Funds shall be payable in two equal installments of **\$32,635.00** each. The first payment shall be made to Grantee upon receipt by Komen Affiliate of this Grant Contract fully executed, and the second payment shall be made to Grantee after Komen Affiliate's receipt of timely Mid-Year Report (as such term is defined below) that contain the required or satisfactory information, as determined by Komen Affiliate in its sole discretion. Notwithstanding the above, Komen Affiliate may require Grantee to deplete the current installment of the Grant Funds prior to receiving the payment of the next installment of the Grant Funds.

- B. Within 45 days after the expiration or early termination of this Grant Contract, Grantee shall remit to Komen Affiliate all unspent Grant Funds.

3. Reports/Submission Items and Right to Audit:

- A. A progress report substantially in the form attached hereto as Exhibit "B" (the "Mid-Year Report") shall be due on **October 31, 2010** and shall include, but not be limited to, the following information: a reasonably-detailed accounting of Grant Funds spent to date, with a detailed explanation of any variances in the Budget; progress made toward meeting objectives outlined in the Grant Application; number of people served; notice or receipt of other sources of support for the Breast Cancer Project; copies or examples of all Materials produced as a result of the Breast Cancer Project; up to date documentation of Komen Affiliate acknowledgments; a listing of articles submitted for publication and the status of those articles; presentations made regarding the Breast Cancer Project; and signed affirmation from the authorized signatory of Grantee that the report has been reviewed and approved.
- B. Within 45 days following the expiration or early termination of the Grant, a final report, substantially in the form attached hereto as "Exhibit C" (the "Final Report") shall be due. In addition to the information referenced in Section 3.A, the Final Report must include an evaluation of the impact of Komen Affiliate's sponsorship of the Breast Cancer Project.
- C. Any and all surveys or other items submitted by Komen Affiliate to Grantee for completion regarding this Grant must be completed and returned to Komen Affiliate no more than 45 days following the expiration or early termination of the Grant.
- D. Grantee agrees to maintain accurate and complete records of the expenditure of the Grant Funds and agrees that Komen Affiliate may conduct an audit of such records at any time reasonably requested by Komen Affiliate.

- E. The reports provided for herein will not be considered confidential, and Komen Affiliate may contract with third parties to assist in the review and evaluation of such reports. Komen Affiliate shall not be responsible for any damages resulting from the disclosure of the content of such reports to third parties.

4. Acknowledgments and Licensed Mark:

- A. As a sponsor of the Breast Cancer Project, Komen Affiliate shall be given high visibility at all symposia, conferences and other presentations or events and recognition in all printed and electronic Materials created in connection with the Breast Cancer Project.
- B. Komen Affiliate has been granted by The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen for the Cure (the "Foundation") a non-exclusive license to use the Susan G. Komen for the Cure Charlotte Affiliate name in conjunction with the signature logo (the "Licensed Mark"). Komen Affiliate grants Grantee a limited, non-exclusive sublicense to use the Licensed Mark solely to acknowledge Komen Affiliate's Grant hereunder. Komen Affiliate will provide Grantee with camera-ready artwork of said Licensed Mark. Grantee will present to Komen Affiliate for its approval prior to printing, distribution, publication, display or use any and all materials created by Grantee, its agents or spokespersons, which use or refer to the Licensed Mark. It is agreed and understood that Foundation retains all right, title and interest in and to the Licensed Mark, which shall remain the exclusive property of Foundation. Grantee is prohibited from transferring, sublicensing or assigning its rights to use the Licensed Mark.
- C. Komen Affiliate may release information regarding this Grant and the Breast Cancer Project to the general public and news media. Grantee grants to Komen Affiliate a non-exclusive license to include Grantee's name in information pertaining to the Grant that is released to the public.

5. Term and Early Termination of Grant:

- A. This Grant Contract shall be effective as of the date hereof and shall terminate on March 31, 2011, except that the provisions of Sections 1.C, 2.B, 3.B, 3.C, 3.D, 3.E, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 16 and 18 shall forever survive termination.
- B. If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Grant Contract, or anticipatorily breach this Grant Contract, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Grant Contract by written notice thereof to the defaulting party. In the event of an early termination under this Section 5.B due to a breach by Grantee, Grantee shall provide Komen Affiliate with the Final Report and/or surveys required under Sections 3.B and 3.C, respectively, (with information available as of the termination date) and reimburse Komen Affiliate all unspent funds granted hereunder as of the termination date.
- C. Notwithstanding the provisions of Section 5.B, Komen Affiliate may terminate this Grant Contract immediately due to the occurrence of any one or more of the following events:
- (i) Komen Affiliate does not approve any of the Breast Cancer Project changes, as required by Section 1.D above.
 - (ii) Komen Affiliate has a reasonable good faith basis to believe that there has been financial or administrative impropriety or fraud committed by Grantee.
 - (iii) Grantee loses or changes its Internal Revenue Service tax exempt status.
 - (iv) Grantee is debarred from the receipt of federal or state funding.
 - (v) The Breast Cancer Project is not conducted in conformance with applicable laws, or any approvals, licenses or certifications required to conduct the Breast Cancer Project are not obtained or are suspended or revoked.
 - (vi) Grantee commits a willful breach of this Agreement or an act of gross negligence or willful misconduct in connection with the Breast Cancer Project.

In the event of an early termination under this Section 5.C, Komen Affiliate shall have no further obligation to provide funding hereunder, and Grantee immediately shall (i) provide Komen Affiliate with the Final Report and/or surveys required under Sections 3.B and 3.C, respectively, which shall include all information available as of the termination date; (ii) reimburse Komen Affiliate for the full amount of funds granted hereunder that have been expended in connection with and subsequent to any of the above occurrences; and (iii) immediately refund all unspent funds as of the termination date.

- D. Notwithstanding the provisions of Section 5.B and 5.C, Komen Affiliate may terminate the Agreement immediately and receive full reimbursement of the funds granted hereunder in the event Komen Affiliate does not receive the Final Report and/or surveys required under Section 3.B and 3.C, respectively, when due and/or such report and/or survey(s) do not contain the required or satisfactory information, as determined by Komen Affiliate in its sole discretion.
 - E. The provisions of this Section 5 shall not preclude Komen Affiliate from seeking any other remedies that may be available under this Agreement and applicable law.
6. Non-Guarantee of Additional Support: This Grant is accepted by Grantee with the understanding that Komen Affiliate is not obligated to provide any additional financial support, or other support, to Grantee, its agents or spokespersons, in connection with the Grant, the Grant Contract, the Breast Cancer Project or for any other reason.
7. Representations, Warranties, Covenants and Certifications:
- A. Grantee Representations, Warranties, Covenants and Certifications:
 - (i) Grantee represents and warrants that the Breast Cancer Project complies with and will continue to comply with all applicable laws, statutes, rules and regulations, as amended from time to time, including but not limited to the Health Insurance Portability & Accountability Act of 1996, and all applicable anti-terrorist financing and asset control laws,

statutes and executive orders, including but not limited to the USA Patriot Act and Executive Order No. 13224.

- (ii) Grantee represents and warrants that it has not accepted any duplicative funding for the Breast Cancer Project. Grantee shall provide Komen Affiliate notice of all sources of additional funding for the Breast Cancer Project. In the event the additional funding may be duplicative of the funding provided by Komen Affiliate, then Grantee shall notify Komen Affiliate and Komen Affiliate at its sole discretion shall determine whether Grantee shall refuse the duplicative funding or accept the new funding and reimburse all duplicative funds granted hereunder to Komen Affiliate.
- (iii) Grantee represents that it has the authority to grant the license to the Materials as set forth in Section 1.C. No Materials to be delivered to Komen Affiliate, nor any element thereof, violate or will violate the right of privacy or publicity, or defame or violate any copyright, trademark or service mark or any common law or other right of any third-party.
- (iv) Grantee represents and warrants that it is a non profit and tax exempt organization under the Internal Revenue Code and shall continue to qualify as such throughout the term of this Agreement.
- (v) Grantee is a North Carolina or South Carolina corporation validly existing and in good standing under the laws of the State of North Carolina or South Carolina and in all other jurisdictions in which it conducts its business and has all requisite power and authority to carry on its business as now conducted.
- (vi) None of the execution and delivery of this Agreement by Grantee, the consummation of the transactions contemplated hereby or compliance by Grantee with any of the provisions hereof conflict with, or result in any violation of or default under (with or without notice, the lapse of time or both) or give rise to a right of termination or cancellation under any

provision of: (i) the certificate of formation of Grantee; (ii) any contract or permit to which Grantee is a party or (iii) any applicable law or any order of any governmental body.

B. Mutual Representations and Warranties:

- (i) Each party represents and warrants that it has all the requisite power and authority to execute, deliver and perform this Agreement and consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all required action on the part of such party. This Agreement has been duly and validly executed and delivered by each party and constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.
- (ii) Each of the signatories to this Agreement represents and warrants in his or her capacity as an authorized signatory of such party and not individually that he or she has the capacity and has been duly authorized to execute this Agreement on behalf of the entity so indicated and that no additional authorization or approval is required.

8. Non-endorsement: It is expressly agreed and understood by the parties hereto that the Grant shall not constitute an endorsement by Komen Affiliate of any entity, organization, company or individual, nor the products, actions, behavior or conduct of any entity, organization, company or individual, and any negligent or intentional misrepresentation by Grantee to the contrary, in any context and in any forum, shall constitute a material breach of this Agreement, and the same shall be grounds for immediate termination of this Agreement by Komen Affiliate. In the event of any such misrepresentation, Komen Affiliate may require Grantee to publicly acknowledge the misrepresentation in a like forum in which the misrepresentation was made. It is agreed that in the event of a breach of this provision, damages may not be an adequate remedy, and Komen Affiliate shall be entitled to whatever other remedies are available under applicable law.

9. Governmental Compliance: Grantee will cooperate with Komen Affiliate in supplying additional information to Komen Affiliate, or in complying with any procedures which might be required by any governmental agency in order for Komen Affiliate to establish that it has observed all requirements of the law with respect to this Grant.

10. Assignment: This Grant Contract is entered into by Komen Affiliate in reliance of the qualifications of Grantee and shall not be assigned by Grantee, voluntarily, involuntarily, directly or indirectly, by change of control, merger, operation of law or otherwise, without Komen Affiliate's prior written consent.

11. Indemnity and Insurance:
 - A. As between the parties to this Grant Contract, Grantee is solely responsible for any liabilities that may arise in connection with the Breast Cancer Project. To the extent not prohibited under the state and local laws which govern Grantee, such party agrees to indemnify and hold Komen Affiliate harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that Komen Affiliate may incur by reason of Grantee's negligence or misconduct, omission or breach of any of the provisions of this Grant Contract or by reason of any third-party claim or suit arising out of or in connection with Grantee's performance or failure to perform pursuant to this Grant Contract.

 - B. Grantee agrees to maintain the following insurance during the term of this Grant Contract: (i) commercial general liability insurance with combined limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death, and property damage; and (ii) excess/umbrella insurance, excess to the insurance set forth in (i) above, with a limit of not less than \$5,000,000. Grantee shall name Komen Affiliate as an additional insured under its commercial general liability insurance policy solely with respect to the Breast Cancer Project and any additional policies and riders entered into by Grantee in connection with the Breast Cancer Project.

12. Dispute Resolution: In the event of any dispute arising out of this Grant Contract, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute shall be submitted to mediation in Charlotte, NC. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Notwithstanding the above, in the event that Komen Affiliate believes that immediate injunctive relief is required due to a violation of law or to protect the Licensed Mark, Komen Affiliate may invoke immediate powers of the appropriate court of law without the requirement to first mediate the dispute.
13. Entire Agreement: This Grant Contract supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties between the parties with respect to the subject matter hereof other than those set forth herein.
14. Governing Law and Venue: This Grant Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. Any dispute arising out of or in connection with this Agreement that is not resolved under Section 12 shall be filed and heard in the state or federal courts of North Carolina, and the parties consent to the exclusive jurisdiction of such courts.
15. Notice: Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the preamble or such other address of which either party may from time to time notify the other.

All notices to Grantee shall be sent to:

Union County Health Department
1224 W. Roosevelt Blvd. Monroe, NC 28110
Attn: Lyda Taylor
Fax: (704) 296-4806

All notices to Komen Affiliate shall be sent to:

Charlotte Affiliate of Susan G. Komen for the Cure
505 East Blvd., Suite 101, Charlotte, NC 28203
Attn: Mary Hamrick, Community Outreach Manager
Fax: (704) 347-8145

16. No Partnership: The nature of this Grant Contract is a funding agreement, and no employment, partnership, joint venture or agency relationship is created.
17. Severability: If any provision of this Grant Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any applicable institution, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
18. No Waiver: Failure of Komen Affiliate to enforce its rights under this Grant Contract shall not constitute a waiver of such rights.
19. Counterparts: This Grant Contract may be executed simultaneously in one or more counterparts. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Grant Contract made by reliable means (e.g., photocopy, facsimile) shall be considered an original.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

AGREED TO AND ACCEPTED BY:

The Charlotte Affiliate of Susan G. Komen for the Cure

By: _____
Name: Tricia Ory
Title: Affiliate President
Date: _____

Union County Health Department

By: Lyda Taylor
Name: Lyda Taylor
Title: ABC Project Coordinator
Date: 7/12/2010

Attachments to Grant Contract:

- EXHIBIT A:** Grant Application
- EXHIBIT B:** Mid-Year Report Form
- EXHIBIT C:** Final Report Form



**Charlotte Affiliate of
Susan G. Komen for the Cure®
Community Grants**

**2010-2011
Request for Applications
(RFA)**

**Breast Health and Breast Cancer
Education, Screening and Treatment Programs**



**Charlotte Affiliate of
Susan G. Komen for the Cure®**

2010-2011 REQUEST FOR APPLICATIONS (RFA)

Nancy G. Brinker promised her dying sister, Susan G. Komen, she would do everything in her power to end breast cancer forever. In 1982, that promise became Susan G. Komen for the Cure and launched the global breast cancer movement. Today, Susan G. Komen for the Cure is the world's largest grassroots network of breast cancer survivors and activists fighting to save lives, empower people, ensure quality care for all and energize science to find the cures. Thanks to events like the Komen Race for the Cure, we have invested nearly \$1 billion to fulfill our promise, becoming the largest source of nonprofit funds dedicated to the fight against breast cancer in the world.

The Charlotte Affiliate of Susan G. Komen for the Cure—along with those who generously support us with their talent, time and resources—is working to better the lives of those facing breast cancer in our community. We join more than 100,000 breast cancer survivors and activists around the globe as part of the world's largest and most progressive grassroots network fighting breast cancer. Through events like the Komen Charlotte Race for the Cure, we have invested over \$7 million in local breast health and breast cancer awareness projects in our 9-county service area including: Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly and Union in North Carolina, and York, South Carolina. Up to 75 percent of the net funds generated by the Komen Charlotte Affiliate stay in our service area to fund breast cancer education, screening, and treatment programs for underserved and uninsured women. The remaining net income supports the National Award and Research Grant Program, which funds groundbreaking breast cancer research, meritorious awards and educational and scientific programs around the world.

The Charlotte Affiliate of Susan G. Komen for the Cure is currently offering grants for innovative projects in the areas of breast health and breast cancer education, outreach, screening, and treatment support targeting services not otherwise available to the medically underserved populations within our 9-county service area. Organizations may submit multiple grant applications; however, the total sum of grant applications for each organization should not exceed \$150,000. Entities with distinct operations that are owned by the same parent organization will be treated individually when calculating the total sum of grant applications. Grants are available for up to one (1) year.



FUNDING OPPORTUNITIES

Important Note

Applications will be accepted for breast health or breast cancer screening, treatment, education, or support project in the listed counties. However, projects that specifically address the objectives outlined in the "Statement of Need" below will be given priority. Organizations seeking grants for breast cancer research should apply directly to Komen Headquarters. Please contact 1-877-GO-KOMEN or visit www.komen.org/grants.

Statement of Need: Through a community needs assessment, the Charlotte Affiliate of Susan G. Komen for the Cure has identified the following needs:

- Projects focusing on breast screening services among minority, uninsured and underinsured women and men throughout our 9-county service area.
- Projects designed to increase screening and education among women and men who live in rural counties.
- Projects providing tailored education and prevention programs to specifically reach the African American community.
- Projects designed to provide culturally-appropriate services to African American, Asian, Lesbian, Hispanic and Native American breast cancer survivors.

Prospective applicants may want to consider the following objectives to increase likelihood of grant-funding:

- Demonstrate active collaboration or partnership with medical providers and community organizations to increase program service awareness, maximize funding utilization, and improve effectiveness.
- Involve partnerships with faith-based groups or other community agencies that represent cultural/minority populations.
- Education programs should be culturally-sensitive for targeted populations and provide links to mammography screening.
- Demonstrate new and innovative methods to measure effectiveness of educational programs and screenings.

Funding priority will be given to those projects that specifically address these needs.

**Application deadline is January 15, 2010 at 5:00 pm.
Applications must be postmarked by this date to be accepted.**



GUIDELINES

The purpose of this program is to address the breast health and breast cancer screening, treatment, and education needs of our 9-County Service Area including: Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly and Union in North Carolina, and York, South Carolina.

Qualifications: Applications are accepted from US nonprofit institutions; US citizenship or residency is not required. Applications must be submitted in English. Applicant organizations must be located and/or providing services in the Komen Charlotte nine (9) county service areas. Applicants must ensure that all past and current Komen-funded grants are up-to-date and in compliance with Komen requirements.

Restrictions:

- Project must be specific to breast health and/or breast cancer; e.g. if a project is a combined breast and cervical cancer project, funding may only be requested for the breast cancer portion.
- Applicants must be a US nonprofit (federally tax-exempt) organization, e.g. nonprofit organizations, educational institutions, government agencies, and Indian tribes are eligible
- Services are provided in the Komen Charlotte service area: Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly and Union counties in North Carolina; and York County in South Carolina.
- Organizations must agree to maintain the following insurance in the event that they are awarded and accept funds from Komen Charlotte: (i) commercial general liability insurance with combined limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death, and property damage; and (ii) excess/umbrella insurance, excess to the insurance set forth in (i) above, with a limit of not less than \$5,000,000. Grantees shall name Komen Affiliate as an additional insured under their commercial general liability insurance policy solely with respect to the Breast Cancer Project and any additional policies and riders entered into by Grantee in connection with the Breast Cancer Project. Organizations unable to comply should contact the Affiliate for further discussion.
- Equipment costs, if applicable, may not exceed \$5,000 and should be used exclusively on this project.
- Screening grantees must use Komen funding as a "last resort" by screening women for the BCCCP, other government programs, and private insurance before ever using Komen funding. Additionally, if your organization is requesting funding for screening services, you must have a written agreement in place with a mammography provider in advance of submitting your application.

- Salaries, if requested, are for personnel related to this project only and not general work of applicant and must be generally in line with not-for-profit salaries. Salaries will be paid for the type of work being provided, not for the qualifications of person providing the service. (Example – A physician is the project director of an education program. The salary that could be requested should be that of a health educator and not a physician.)

Failure to adhere to these guidelines will result in delayed processing or refusal of the application.

Review Process:

Applications received complete and meeting compliance with these guidelines, will be submitted for grant review by a panel established through the local grants committee who convene to discuss how best to meet the needs and gaps of the service area by the programs proposed. The Affiliate's Board of Directors approve funding based on the reviewers' recommendations. Review of the grant application will be completed by March 31, 2010.

Education Materials: The Komen Charlotte Affiliate recommends that Komen materials be used in the project whenever possible. A variety of education materials are available from Susan G. Komen for the Cure at www.shopkomen.com. Some items are targeted to special populations. Before requesting funds to purchase items from other sources or create new materials, please contact the Charlotte Affiliate of the Susan G. Komen for the Cure.

Komen Charlotte Race for the Cure: Grantees of the Charlotte Affiliate of Susan G. Komen for the Cure are required to participate in the annual Komen Charlotte Race for the Cure held the first Saturday in October.

Contracts: A grant contract will be the legal mechanism for funding.

Grant period: Grant period begins April 1, 2010 and will conclude on March 31, 2011.

Payments and Reporting:

Grants will be paid in two equal installments. The initial installment will be made no later than thirty (30) days after receipt of the fully executed contract. The initial progress report is due at the end of the first six (6) months of the grant period. After the six-month progress report has been reviewed and determined to be on target, the final installment will be issued within thirty (30) days. A final report is due within Forty-five (45) days of completion of the grant period.

Letters of support and additional materials: Please do NOT send additional materials (i.e. reprints, complete curriculum vitae or letters of support).

Confirmation of Receipt of Applications:

The Charlotte Affiliate will notify applicants by email. Please do not contact the Charlotte Affiliate of Susan G. Komen for the Cure regarding the status of the application during the review period.

Announcement of Grants Awarded:

Announcement of grants awarded will be made by March 31, 2010. Project directors will be notified of the outcome of the review in writing.

Number of grants to be awarded: A minimum of \$500,000 is to be granted in this program. The number of awards will depend on the amount of funding granted per project.



GUIDELINES AND INSTRUCTIONS FOR APPLICANTS:

- A. Cover Page (Form attached) – Note: Signature of approving institutional personnel, other than project director, required.
- B. Abstract Page (Form attached) – Not to exceed 200 words.
- C. Project Narrative (**Attach separate WORD documents for this section.** Should not exceed five typewritten pages. Font size should be no smaller than a ten-point typeface.)
 - 1. Brief explanation of project.
 - 2. Statement of need/problem to be addressed.
 - 3. Description of constituency to be served and how they will be benefited (please indicate number of women to be served).
 - 4. Description of program goals and measurable objectives.
 - 5. Description of activities planned to accomplish these goals. Is this a new or ongoing activity of your hospital/organization?
 - 6. Timetable for accomplishing goals (Please note: six months reports are required if funded)
 - 7. Description of other organizations/entities, if any, participating in the Program. If applicable, letters of collaboration should be included from each organization.
 - 8. Long term sources/strategies for funding of the Program after initial funding by this funding.
 - 9. A review of comparable programs offered in this service area and an explanation of how this program is unique.
 - 10. Definition of success for the Program and how it will be measured.
 - 11. Use of the Program's results and how they are to be disseminated.
- D. Financial Information (Not to exceed three typewritten pages)
 - 1. Budget for requested funds. (Please use Excel Form provided)
 - 2. Budget justification. (Form attached)
 - 3. List of other sources of current funding for the project.
- E. Bio-sketch form for project director and attendant personnel listed in budget request. (Form attached)
- F. Proof of non-profit status for applicant institution.
- G. Previous grantees of the Charlotte Affiliate of Susan G. Komen for the Cure must attach their six-month or final report for their most recent grant.
- H. Komen Funding History

Please allow adequate time before deadline for response to any inquiry.

Inquiries should be addressed as above or directed to
Mary Hamrick, Community Outreach Coordinator at (704) 347-8181.

Submission Process:

Applications must be submitted by the director of the project.
Please submit seven (7) hard copies – one (1) original plus six (6) copies.

One (1) electronic copy must be e-mailed by the deadline of
5:00 p.m., January 15, 2010
to outreach@komencharlotte.org.

Microsoft Word documents only. No PDFs accepted.

Faxed applications will not be accepted. Bind applications by staples, paper clips or binder clips only. No special packaging (binders, plastic covers, spiral binding) or additional materials (videotapes, annual reports, brochures) should be included. Applications that do not follow this format will not be reviewed.

DEADLINE: January 15, 2010, 5:00 p.m.

**Applications must be POSTMARKED BY January 15, 2010
and mailed to the following address:**

**Mary Hamrick, Community Outreach Manager
Charlotte Affiliate of Susan G. Komen for the Cure®
505 East Boulevard, Suite 101
Charlotte, NC 28203**

And, Send Electronic Copy (Word document only) to the Following Address:

EMAIL: outreach@komencharlotte.org



COVER PAGE

2010-2011 Request for Applications (RFA)
Charlotte Affiliate of Susan G. Komen for the Cure®
Grant Period: April 1, 2010 through March 31, 2011

Applications Must Be Postmarked By January 15, 2010
(Photocopies of this form are acceptable)

Project Director and Title: Lyda S. Taylor

Name of Organization/Institution: Union County Health Department

Name of Foundation (if applicable): _____

Title of Project: About Breast Cancer (ABC) Project

Address: 1224 W. Roosevelt Blvd. City, State, Zip: Monroe, NC 28110

County: Union

Phone: (direct line if available): 704-296-4821 FAX: 704-296-4807

Email Address: lydataylor1@juno.com
Website: http://www.co.union.nc.us/HumanServices/HealthDepartment

Total Amount Requested: \$111,162

Signature and title of approving institutional personnel: _____

Name and title of approving Institutional personnel (Typed): Philip Tarte, Health Director

Date: January 15, 2010

Signature & title of approving personnel (other than Program Director):

Signature Date

Please check the following (all that apply):

Please indicate how the grant funds will be used by percentage:

40%Screening 60%Education %Treatment

Type of organization: []Clinic x[]Health Department []Hospital
[]Support Organization []Other (specify): _____

Target Population(s): x[]African American []Asian []Caucasian x[]Hispanic
[]Other(s) (please describe): _____
x[]All populations

Are Matching Grant Funds Available: x[]No []Yes (Please explain in application)

ABSTRACT PAGE

Project Director: Lyda S. Taylor

Degrees and/or Certifications: BS in Biology

Organization / Institution: Union County Health Department

BCCCP Provider? X Yes No

Target Population: African American and Hispanic

2. ABSTRACT

In the space below, please provide a clear, concise abstract describing the program, **not to exceed 200 words**, written in lay terms for release to the general public should this application be chosen for funding. This abstract will be submitted to Komen National for reporting and cannot exceed the 200 word limit.)

The Charlotte Affiliate of Susan G. Komen for the Cure, Inc. awarded a grant to the Union County Health Department for the About Breast Cancer (ABC) Project to provide breast health medical services for women of the county who do not qualify for other means of assistance. The funds will also be used to supplement the short-fall in NC BCCCP funds for mammograms and diagnostic breast procedures for qualified women between the ages of 50 and 64. Limited funds for medically necessary diagnostic tests are available for health department patients and ABC Project clients through the grant.

African American and Hispanic women are the primary population target for breast health education but community-based education will be available for all women in Union County through church, civic, or workplace groups. The ABC Project coordinates with African American volunteers to host "Pink with a Purpose" celebration, an annually planned event to celebrate breast cancer survivorship and increase awareness in this community. The project partners with the Latino Outreach Coalition to educate the growing Hispanic population in Union County through monthly "living room chats" in their own heart language about good breast health and local service providers.

Permission to publish:

Permission is hereby granted to Susan G. Komen for the Cure[®], Inc. to publish the above abstract should this application be selected for funding.

SIGNATURE:

NAME (TYPED):

DATE:

PHONE NUMBER:

3. Project Narrative

a. Brief explanation of project. The About Breast Cancer (ABC) project will offer Union County women breast health education and medical services. The screening and diagnostic services will target uninsured or underinsured women, primarily between the ages of 40 and 64. The project will provide breast health education to all women in the county with a special emphasis in the Hispanic and African American communities. Working closely with Breast and Cervical Cancer Control Program (BCCCCP), the ABC Project will promote the enrollment of age-appropriate women in the program and a portion of the medical services' funds will be used to supplement the cost of digital mammograms and diagnostic procedures for BCCCCP patients.

Mammograms and diagnostic services for women not eligible for BCCCCP will be offered through the Health Department's ABC Project using both Charlotte Radiology Breast Center and Presbyterian Breast Center facilities in Monroe. Clinical breast exams will be available at the Health Department for the ABC clients who do not have a regular physician.

Limited funding for advanced breast diagnostic procedures deemed medically necessary to give a clear diagnosis will be offered through the ABC Project. Each procedure's cap is outlined in the grant budget. The ABC Project coordinator will work with other governmental, civic, and religious organizations to address each client's needs prior to using these diagnosis funds.

b. Statement of need/problem to be addressed.

In previous years the ABC Project in Union County has been part-time. The working hours were focused on community outreach, with emphasis on education and breast health services outside the health department walls. The number of women receiving breast medical services has increased with both ABC Project clients and BCCCCP clients. With current employment structure for the Komen position being set at 15 hours, it has become increasingly difficult to cover patient load and continue to provide the necessary community outreach to educate and provide breast health services to Union County's growing population.

The ABC Project Director coordinates outreach, provides education, schedules patients, and provides critical patient follow up. In order to avoid compromising any aspect of the program, outreach and education, or screening, medical services and follow-up, we are increasing the payable hours for the Program Director. It has become increasingly evident that a fulltime position is needed to reach, educate and serve the women of Union County. The percentage of uninsured adults in Union County exceeded the percentage of uninsured in the state in 2008 for adults 19 to 64 by approximately 1%. These growing statistics include present, and future ABC Program clients that will need the outreach and services covered in the program. Given the economic downturn that has been experienced across the board, a 15-hour part-time position would not be able to scratch the surface of addressing the needs.

Additional needs for breast health education within the health department is growing. The BCCCCP nurse has limited time to spend with each patient. Often the breast health education is rushed due to scheduling. But, the need for educating BCCCCP clients, as well as ABC clients, remains constant. Patient follow-up takes away from valuable clinic hours. With additional assistance by the ABC Project Director for education and follow-up for breast health related items, this will allow the BCCCCP nurse coordinator more freedom for extra clinical breast exams for ABC patients who have no physician and follow-up for BCCCCP clients with cervical issues. This need for extended coverage for more comprehensive education and breast health service requires increased hours.

Medical service needs are evident by the increase in the number of women served in the first few months of the 2009-2010 Komen grant cycle. North Carolina BCCCCP agency assigns patient quotas and limits reimbursements per patients each year. Patient quotas have decreased for the past two years, resulting in decrease reimbursements for this clinic. This year, the health department's BCCCCP clinic screened this year's quota in just over 5 months, leaving many patients without services through the clinic. The state fee scheduled had been increased on July 1, 2009 to cover digital based screenings. But, as of July 1, 2010, the fee schedule will be reduced and based on film-based mammography only. Again, this will create a large gap in the cost of the services verses reimbursement, a shortfall that the county cannot absorb during these difficult economic times.

On the surface, Union County appears to be the most affluent county within the nine county area served by the Charlotte Affiliate of Susan G. Komen for the Cure. However, the county is struggling to meet demands on the infrastructure due to unprecedented growth (7th fastest growing county nationally) and the lop-sided tax base (more residential than commercial). Since Public Health only receives 2.1% of the tax base, this has caused financial struggles just to maintain basic services to women and children in the clinics. The decline in the economy has caused higher lay-offs, resulting in more uninsured seeking breast health services. The "2009 State of the County Health Report" (available via www.co.union.nc.us/portals/o/health/documents/sotch_2009.pdf) seems to cover the problem by saying "Union County appears young and wealthy on paper, with an average age of 35 and median household income of \$66,792. However, the statistics present a skewed view. Most of the people represented by these statistics reside in western Union County, which has become a bedroom community to Charlotte. Historically, Health Department clients come from the eastern side of Union County. This includes a large percentage of Hispanic families with no insurance, and working poor that cannot afford insurance or prescription medicine. Given

current economic conditions, the Health Department client base will continue to not only grow, but will likely expand demographically and geographically.”

The 2008 Community Health Assessment report (quoted in 2009 Scotch report) indicates that common concerns of all genders, ethnicity, and ages were cost of medical services, local access to services, behavior modification and education, as well as emphasis on prevention, both personal and environmental. This assessment showed that 65% of the adults surveyed see cost as the main reason they do not access health care when they need it. According to this same survey, there was 21% Union County adults who were uninsured in 2008 and this number has probably increased during 2009 with the state of the economy. The NC Central Cancer Registry projections (<http://www.schs.state.nc.us/SCHS/CCR/proj09co.pdf>) indicate there will be 146 Union County women newly diagnosed with breast cancer in 2009. The Health Department services are critical during these challenging economic times with increased uninsured adults who need medical services.

UNC's Shep Center for Health Research report dated March 2009 indicates on a national average that for every percentage point that unemployment rises, 1 million will become uninsured. The report also list North Carolina among the three states that are projected to have the highest proportional increase in the uninsured. The latest data published by the NC ESC indicates that unemployment in Union County rose 0.2% from September to October in 2009, meaning additional uninsured will need health services.

NC Aging and Adult Services 2008 report states that Union County's projected growth of the population of 65 years and older will increase more than 200% between 2008 and 2029. The Community Profile report by the Komen Charlotte Affiliate indicates that Union County claims the highest incident rates of breast cancer in women who are 65+ of the nine county region served. Some 65+ aged women indicate they cannot even afford the Medicare co-pay for mammograms. Older adults in most ethnic groups show a higher poverty rate and lower life expectancy than non-Hispanic whites. Therefore, more education about breast health, as well as medical services, is needed for this population. There is a lack of data for immigrant elderly, but this population faces language barriers and problems in accessing appropriate healthcare. It is necessary to have breast health education available in their language and resources for screenings and diagnostic exams at no or reduced cost. Even though the health department has several interpreters for Spanish speakers, they are all assigned to specific clinics and cannot provide services outside their clinic responsibilities. A bilingual health educator for the population is critical in meeting the needs of education and scheduling/follow-up for breast health services.

If we assume 21% uninsured within the adult female population who are between the ages of 35 and 64 (40,372 based on NCOsBM's 2008 population estimates), the number of uninsured who need breast health screenings could possibly be almost 8,500 women. The majority of women do not seek medical care due to cost, have no family or gynecological physician, and may ignore their health issues for months. The need for education about breast health and free screening opportunities is great within the uninsured population. The ABC project can offer a free mammogram, but she, more than likely, will not receive a clinical breast exam and often may need to follow-up with a physician as a result of an abnormal mammogram.

Data from the Centers for Disease Control and Prevention (US Preventive Services Task Force. Guide to clinical preventive services, 2nd ed. Baltimore: Williams & Wilkins; 1996.) suggest that screening women aged 50-69 years for breast cancer every one to two years can lead to a 20% to 30% reduction in breast cancer mortality. A study by Leatherwood and Mims titled, *Implementation of a breast health screening program for the hard-to-reach woman*, indicated that the combination of a clinical breast examination and an annual mammogram prevents premature death at a cost of \$22,000 to \$84,000 per life-year gained in women aged 55 to 65 years, depending on the effectiveness of screening. A clinical breast exam and referring physician for any diagnostic breast exams are critical needs for the majority of the uninsured women.

c. Description of constituency to be served and how they will be benefited African American and Hispanic women are the primary population target for breast health education, but breast health education will be available for all women in Union County through church, civic, or workplace groups. Breast health seminars, especially targeting the Hispanic and African American populations, will be available throughout the year through Living Room Chats, faith-based organizations and “Pink with a Purpose” event. Over 200 Hispanic women will have the opportunity to hear the breast health message in their heart language. All women will benefit by learning how to be aware of body changes, life style habits that increase their risk, about the importance of breast screenings, and availability of free screenings. Around 200 uninsured women will receive breast health screenings either through the ABC Project funds and/or BCCCP clinics at the Health Department. Uninsured women, who cannot afford the physician's fee for clinical breast exams, will be offered this opportunity through the health department's staff and receive proper follow-up for any breast health needs. The uninsured will benefit by receiving free screenings and possibly by early detection of breast cancer. Since there is no other breast health outreach programs in Union County, the ABC project is critical for education, especially in the target population. Because of the guidelines of age and income, free screenings are not available to all uninsured women in the county. The ABC screening program and clinical breast exam availability will benefit a broader age range and fill the gap between the BCCCP income requirements and ones who still cannot afford health insurance.

d. Description of program goals and measurable objectives.

Goal 1. Take an active role in all Union County women's healthcare by providing breast health education, especially in the African American and Hispanic communities.

Objectives:

- 1) Educate women of Union County about breast health risk factors, guidelines of good breast health, and free screenings services available to uninsured/underinsured women. (Goal: 5 health events, 3 media releases, 30 faith-based Breast Cancer Awareness Month activities, and all women enrolled in BCCCP/ABC).
- 2) Provide culturally-correct education for 150 Hispanic women about breast health in their heart language. (20 educational seminars; track # of qualified women who receive mammogram through the ABC Project).
- 3) Celebrate breast cancer survivorship and create awareness in the African American community during "Pink with a Purpose" by working closely with community volunteer base in the community. (200 attendees, 4 African American churches involved)

Goal 2. Aid in the early detection of breast disease, targeting uninsured women of Union County.

Objectives:

- 1) Improve access to breast screenings for uninsured women by increased enrollment in the BCCCP and ABC mammography programs. (Document total new clients served in BCCCP clinic and ABC screenings; goal BCCCP-20 new clients; ABC project -25 new clients; document in-service training for medical providers.)
- 2) Provide 100 screening services and at least 30 diagnostic tests through the ABC Project. Supplement the cost gap of mammography screenings for 140 BCCCP clients and 30 diagnostic services to BCCCP women as a result of these screenings (document BCCCP and ABC Project screenings and diagnostic procedures numbers; track ethnicity and zip codes of women screened; survey clients to determine impact of the programs).
- 3) Provide 50 clinical breast exams for ABC Project clients who have no physician. (Track number of exams and referral outcomes)

e. Description of activities planned to accomplish these goals. Is this a new or ongoing activity of your hospital/organization?

- Activities include continued outreach, education, and media releases for all women, but targeting the uninsured/underinsured population of Union County with a strong emphasis in the Hispanic and African American communities. (ongoing)
- Assist BCCCP nurse coordinator in breast health education, in scheduling and tracking breast health related procedures, and in handling the billing and invoicing issues that relate to breast health. (new)
- Track ABC Project budget, serve as liaison between breast screening facilities and ABC Project/BCCCP, and prepare and submit all required Komen grant reports. (ongoing)
- Schedule ABC Project clients for screenings and any follow-up necessary, working with community agencies to secure assistance in the cases where breast cancer is detected. (ongoing)
- Promote breast health awareness of the BCCCP clinic and ABC Project at health events and Living Room Chats to increase screening rates of Union County. (ongoing)
- Work with other community partners such as Matthews Health Clinic, Latino Outreach Coalition, Community Health Services, Health Quest Services and faith-based organizations to reach the targeted population. (ongoing)
- Expand the partnership with Charlotte Radiology Breast Center to include Presbyterian Breast Center for screenings and diagnostic procedures. (new)
- Develop innovations to motivate and accelerate improvement in breast cancer screening by in-service presentations and by providing medical record inserts and/or prescription-sized pads for prompting behavior on the part of patient and medical provider whenever a visit occurs. (new)
- Schedule and track results of advanced diagnostic breast tests deemed medically necessary for a definitive diagnosis. This may include diagnostic procedures up to and including an excisional biopsy. Administer funding for advanced diagnostic procedures following the diagnostic cap guidelines. Advise clients on community resources if additional financial resources are needed. (ongoing & new)
- Plan and implement Breast Cancer Awareness Month events, including Pink Ribbon emphasis in churches, "Pink with a Purpose" celebration in the African American community, and awareness through fund raising activities. (ongoing & new)

- Partner with CMC-Union Cancer Center and marketing department for breast cancer awareness events, such as Tickled Pink. (ongoing)

f. Timetable for accomplishing goals

Ongoing project activities:

- Present breast health awareness seminars for churches, businesses, and civic groups as requested.
- Participate in seminars, health fairs and other events planned by local industry or civic groups.
- Work with community partners, CMC-Union, medical service providers to promote breast screenings and other breast health services.
- Provide breast health education by the bilingual health educator in the Hispanic community in partnership with the United Way's Latino Outreach Coalition in Union County (Living Room Chats).
- Write breast health awareness articles for Enquirer Journal and other media outlets.
- Certify and track ABC Project and BCCCP clients (breast health issues only), working through appropriate service providers.
- Track objectives and measurement, providing grant reports as required.
- Track budget and expenditures for breast health services for both ABC Project and BCCCP.

Monthly Activities:

April: Write article for Enquirer Journal announcing the Komen grant award.

May: Write and submit end of the year grant report for 2009-2010 grant cycle.

June: Begin the planning and implementation of fund raising activities for breast health services.

July: Begin the planning of Breast Cancer Awareness Month (BCAM) events, working with community volunteers.

August: Develop Breast Cancer Awareness Month (BCAM) materials, preparing announcement to churches, civic groups, and businesses

Work with African American community group to plan "Pink with a Purpose" activities

Sept: Provide breast cancer awareness materials for faith-based and business/industry organizations (goal of 30 churches with BCAM emphasis)

Promote Breast Cancer Awareness Month to media outlets

Promote Race for the Cure, forming a team to represent Union County

Oct: Participate in Race for the Cure

Implement BCAM events and activities in the county, including "Pink with a Purpose"

Participate with CMC-Union in its breast cancer event

Prepare mid-year grant report

Nov: Prepare BCAM evaluation and follow-up media article

Jan.: Write grant proposal for continuation of health education, outreach, and patient services

Feb: Provide breast health education at CMC-Union Day of Dance, if offered

Mar: Continue on-going projects and evaluations

g. Description of other organizations/entities, if any, participating in the Program. If applicable, letters of collaboration should be included from each organization.

UCHD will partner with Charlotte Radiology Breast Center and Presbyterian Breast Center to offer screenings for uninsured/underinsured women who live in Union County. Both facilities will offer breast screenings and other breast imaging services at a reduced rate for the partnership. The Latino Outreach Coalition of the United Way of the Carolinas is a key partner in the outreach to the Hispanic population. The coordinator of the coalition locates hostesses for the Living Room Chats and provides the necessary credibility to be able to meet the needs of this community. Matthews Health Clinic, an indigent care medical clinic that serves both Union and Mecklenburg residences, is a strong partner in referring women to the ABC Project and to BCCCP for their breast health needs. Union County Health Department staff physician will serve as the referring facility to ABC clients with no physician. Union Surgical Associates serves as the preferred clinic for consults and advanced breast biopsy procedures outside the scope of the radiologists at the two partnering facilities. Other community organizations such as Community Health Services of Union County, Health

Quest, the Union County Library and churches, offer avenues to reach the uninsured/underinsured population of our area.

8. Long term sources/strategies for funding of the Program after initial funding by this funding.

- Continued partnerships with other community organizations, pooling resources to provide for education, outreach, and services for the uninsured/underinsured women of Union County.
- Explore opportunities for future grants and community funding available for breast health services.
- Plan and implement one fund-raising opportunity to supplement the Komen grant during the year.

9. A review of comparable programs offered in this service area and an explanation of how this program is unique.

- Without the ABC Project there would be very limited breast educational outreach and services for uninsured available. With the partnership, the ABC Project will have the opportunity of increased outreach, media exposure, and screening services.
- The American Cancer Society (ACS) offers educational literature free of charge to organizations within the county, holds Relay for Life fund-raiser for all types of cancer research, and sponsors a cancer support group in the area. There is no other evidence of specific outreach or services in the community.
- CMC-Union, with its "Tiekled Pink" event, and the Piedmont Community Breast Cancer Walk are primarily fund raising events, but both events offer opportunities for education about breast health by the ABC Project.
- The ABC Project is unique in its ability to educate and provide services to the uninsured/underinsured women through its ongoing partnerships and community relations.
- The ABC Project will take the lead in planning and implementing BCAM events, partnering with volunteers in the African American community for "Pink with a Purpose", Piedmont Community Breast Cancer Walk, CMC-Union, and numerous churches. Without this leadership, limited breast cancer awareness would be available to all residence of Union County.

10. Definition of success for the Program and how it will be measured.

The program will constantly evaluate its interventions and make changes as needed by tracking outreach and education opportunities, attendance at events, and numbers of women receiving screenings. Success will be measured by the number of women who attend a Living Room Chat, "Pink with a Purpose", and other health seminar events. Success will be measured by the number of eligible women who are screened through the age-appropriate programs, both the ABC Project and BCCCP. Another measure of success will be the number of clients who receive assistance in meeting cost obligations for diagnostic tests to determine a definitive diagnosis for breast issues.

11. Use of the Program's results and how they are to be disseminated.

Results will be reported to the Union County Board of Health, NC BCCCP state office, screening partners, and the Latino Outreach Coalition. Areas of need will continue to be identified and partnerships developed to address the needs. The Charlotte Affiliate of Susan G. Komen for the Cure will receive a mid-year report and an end of the year grant final report as the schedule requires. A press release about the overall grant accomplishments will be sent to local media periodically throughout the grant cycle.

Budget for Requested Funds



April 1, 2010 through March 31, 2011

Project Director Lyda Taylor

Agency Union County Health Department

Project Title About Breast Cancer (ABC) Project

Dates Covered by Report: April 1, 2010 through March 31, 2011

	Requested Funds
Personnel	\$ 66,957.00
Supplies (itemize by category)	
incentives for BCAM 3000 @ \$1.50	\$4,500
Postage, shipping and handling	\$300
Printing and Office supplies	\$750
Equipment (not to exceed \$5,000)	
Patient Care Costs	
<i>Inpatient (please include detail if possible)</i>	
<i>Outpatient (please include detail if possible)</i>	
100 of Screening Mammograms ABC Clients (@ \$132.25 ea)	\$13,225
100 screening BCCCP mammograms to cover gap @\$56 for 9mo.	\$5,600
40 screening BCCCP mammograms to cover gap @\$36 for 3 mo.	\$1,440
30 of Diagnostic Mammograms (@ \$143 ea)	\$4,290
30 BCCCP Diagnostic Mammograms (gap)@\$43	\$1,290
50 of Clinical Breast Exams for ABC clients w/o physician (@ \$33.70 ea)	\$1,685
30 of surgical consultations (@ \$120 ea)	\$400
4 of Biopsies (see explanation of cost) (@ \$2000 ea)	\$8,000
1 of MRI(@ \$875 ea)	\$875
Other Expenses (itemize by category)	
Travel 500 miles @\$.50/mi	\$250
"Pink with a Purpose" Celebration in African American community	
Food at \$5/200 guest	\$1,000
Decorations	\$100
Facility rental	\$500
Total Grant Funds Expenditures	\$ 111,162.00

Signature:

Lyda Taylor

Date Submitted:

1/14/2010

(Typed) Principal Investigator Lyda Taylor
Project Director Lyda Taylor

BUDGET JUSTIFICATION FORM

PERSONNEL

Name	Role on Project	Type of appt. (months)	% Effort on Project	Base Salary	Salary Requested	Fringe Benefit	TOTAL
Project Director Lyda Taylor	Coordinates all ABC activities. Tracks ABC patients and budgets for breast health services, negotiates services, finalizes reports, supports BCCCP clinic in breast health areas, educates the community	12 mo. full-time	100%	\$20/hr	\$41600	\$15890	\$57490
Bilingual Health Educator Maria Clara Laury	Presents living room chats and other health events for Hispanic women; Follows up with Spanish speaking ABC clients; schedule necessary breast health screenings, coordinates with Latino Outreach coordinator	360 hr./yr	50%	\$17/hr	\$6120	0	\$6120
BCCCP Nurse Ashley Burts	Perform clinical breast exams; refer ABC clients for diagnostic procedures	96 hrs./yr.	3%	\$27/hr	\$2592	\$855	\$3447

If requesting salary, please list all positions funded by Komen grants in the past.

Grant Year	Position	Amount of Komen Funding Provided for this Position
2003-2004	Project Director	\$19352 (includes temp service fees)
2004-2005	Project Director	\$16170
2005-2006	Project Director	\$16488
	Interpreter	\$276
2006-2007	Project Director	\$17195
	Interpreter	\$780
2007-2008	Project Director	\$22,911.47 (includes vacation pay-out from previous years)
	Interpreter	\$2480

2008-2009	Project Director	\$14182
	Interpreter	\$3024
2009-2010	Project Director	\$14160 (budgeted)
	Interpreter/Health Ed.	\$3500 (budgeted)

Medical Services Budget Justification

Biopsy-related procedures	Possible procedure cost
MR guidance for Needle placement	\$411.69
Breast placement of Needle loc. wire	\$143.32
Metal clip placement	\$ 78.63
Mammogram guidance Needle placement	\$ 55.75
Specimen Radiograph	\$ 18.47
Breast-core biopsy Auto vacuum assistance	\$487.57
Breast-Core biopsy using ultrasound guidance	\$194.77
U/S guidance needle placement	\$170.59
Surgical Pathology	\$195
Atec biopsy	\$765
Sterotatic biopsy	\$750

An advanced diagnostic cap of \$2000 for ABC Project clients will be in place during this grant cycle. Any additional charges will be the client's responsibility.

Gap charges for BCCCP screenings will change July 1, 2010 as noted in previous discussion.

Please List Other Sources of Current Funding

- BCCCP funds from the Center for Disease Control and Prevention (CDC) and from NCBCCP provide screenings for qualified clients of the Health Department [*Qualifications include household income criteria and restrictions concerning no or limited medical insurance.*] Qualified women must be between the ages of 50 and 64 and reimbursement for services is according to the state's fee schedule. On July 1, 2010, the schedule will change again and digital mammography will no longer covered; reimbursement rate will be based on film-based mammography which no facility offers in our area. Both Charlotte Radiology Breast Center and Presbyterian Breast Center only offer digital mammography and are the only facilities in our county that offers screenings. There is very limited reimbursement through NCBCCP for additional breast services such as MRI, biopsies, and/or other medical services that are required to determine a clear diagnosis.
- Charlotte Radiology and/or Presbyterian Breast Center will provide digital mammograms at a negotiated, reduced rate for the partnership with the ABC Project. Other breast imaging services provided by these facilities will be the yearly Medicare rate.

IN-KIND CONTRIBUTIONS

- UCHD will provide supervision and training of grant project director and bilingual health educator, some administrative assistant's services, some office supplies and copying services, and use of UCHD computer equipment and phone.
- UCHD's physician will serve as referring physician and review screening outcomes of ABC clients who do not have a physician.
- Often media coverage is provided without charge by the Enquirer Journal, WIXE radio and other media outlets.
- Educational materials from ACS, the Cancer Information Service, Charlotte Radiology, and BCCCP are available at no charge.
- Door prizes for community events and other supplies will be sought from the community.
- Community matching funds will be sought to supplement fund-raising activity.

FUNDING HISTORY

Please list all previous grants and funding amount(s) from the Charlotte Affiliate for the past three years:

Grant Start & End Dates	Funding Amount	Title of Grant
July 1, 2009-March 31, 2010	\$43,320 + \$4648	About Breast Cancer (ABC)
July 1, 2008-June 30, 2009	\$65,000	About Breast Cancer (ABC)
June 1, 2007-June 30, 2008	\$68578	About Breast Cancer (ABC)

Prior grants must be in good standing with all reports filed and contractual obligations met before new applications may be considered.

BIOGRAPHICAL INFORMATION

Information should be submitted for the project director and personnel included in budget request only. Please use a separate form for each person.

NAME: Lyda Taylor

TITLE: ABC Project Director

EDUCATION (Begin with baccalaureate or initial professional education, such as nursing, include postdoctoral training).

INSTITUTION	DEGREE	YEAR	FIELD OF STUDY CONFERRED
Univ. of SC-Columbia	BS	1966	biology

PROFESSIONAL EXPERIENCE: Please list, in chronological order, concluding with present position, previous employment, experience and honors. List, in chronological order, the titles, authors and complete references to all publications during the past three years and to representative earlier publications pertinent to this application. **DO NOT EXCEED TWO PAGES.**

Baxter Healthcare, Travenol division, Kingstree, SC 1966-1967 analytical chemist
C.H. Patrick Textiles, Taylors, SC 1967-1968; analytical chemist technician
Hoechst Celanese, Charlotte, NC, 1968-1998; Market Research Analyst, Coordinator for External Information, Sr. Laboratory Analyst
NC Comprehensive Breast and Cervical Cancer Control Coalition, 1998-2001; Business Relations Manager
Union County Health Department, Monroe, NC, 2003-Present; public health educator- ABC Project Director

BIOGRAPHICAL INFORMATION

Information should be submitted for the project director and personnel included in budget request only. Please use a separate form for each person.

NAME: MARIA CLARA LOWRY

TITLE: Bilingual Health Educator

EDUCATION (Begin with baccalaureate or initial professional education, such as nursing, include postdoctoral training).

INSTITUTION	DEGREE	YEAR	FIELD OF STUDY CONFERRED
Jorge Tadeo Lozano (Bogotá, Colombia S.A)	B. S.	1994	Advertising

PROFESSIONAL EXPERIENCE: Please list, in chronological order, concluding with present position, previous employment, experience and honors. List, in chronological order, the titles, authors and complete references to all publications during the past three years and to representative earlier publications pertinent to this application. **DO NOT EXCEED TWO PAGES.**

University Jorge Tadeo Lozano, Bogotá, Columbia, SA, Coordinator Audiovisual Dept. 6/95-3/00

University Jorge Tado Lozano, teacher in advertising, social communication, arts and graphic design 1/96-3/00

San Gerard's Catholic Church, Roanoke, VA, volunteer translator and Spanish teacher, 1/01 to 5/04

Fincastle Wines, Roanoke, VA, Translator, 1/01 to 5/04

Alleghany and Roanoke City Health Districts, Interpreter, 11/04 to 5/06

Union County Health Department, Monroe, NC, 2/07-Present; Community Health Assistant and Interpreter

BIOGRAPHICAL INFORMATION

Information should be submitted for the project director and personnel included in budget request only. Please use a separate form for each person.

NAME: Ashley Burts

TITLE: BCCCP Nurse Coordinator, PHNII

EDUCATION (Begin with baccalaureate or initial professional education, such as nursing, include postdoctoral training).

INSTITUTION	DEGREE	YEAR	FIELD OF STUDY CONFERRED
UNC Charlotte	BSN	1991	nursing

PROFESSIONAL EXPERIENCE: Please list, in chronological order, concluding with present position, previous employment, experience and honors. List, in chronological order, the titles, authors and complete references to all publications during the past three years and to representative earlier publications pertinent to this application. **DO NOT EXCEED TWO PAGES.**

7/02-8/05 CMC-Pineville Maternity, Labor & Delivery, Post partum and nursery
8/05-12/07 High Pint Regional Medical Center, Labor & Delivery
1/07-7/07 Myers Park OBGYN – women’s health
7/07-5/08 Union BOGYN triage nurse
5/08-present UCHD, BCCCP/WiseWoman Coordinator

Nonprofit Status

The Union County Health Department is a government agency; therefore nonprofit. The health department's Tax ID # is 56-6000345.

APPLICATION CHECKLIST
(FOR YOUR USE ONLY. DO NOT RETURN WITH RFP.)

	Included
1. Cover Page	
2. Abstract Page	
3. Project Narrative (5 page max.)	
4. Budget for Requested Form (Excel form)	
5. Budget Justification	
6. Komen Funding History	
7. Biographical Information	
8. Proof of Nonprofit Status	
9. Most Recent Progress Report (if former grantee)	

Submit 1 electronic copy (Word document, no PDFs) to:
outreach@komencharlotte.org

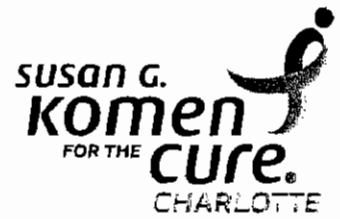
Submit 7 hard copies of application to:

Mary Hamrick
Community Outreach Manager
Charlotte Affiliate
Susan G. Komen for the Cure®
505 East Blvd, Suite 101
Charlotte, NC 28203

APPLICATION DEADLINE:
JANUARY 15, 2010
5:00 PM

Grantee Mid-Year Progress Report

Charlotte Affiliate of Susan G. Komen for the Cure



Please Type

Due Date: October 31,

Project Director: _____

Agency: _____

Project Title: _____

Period Covered by Progress Report: **Start Date** _____ **thru End Date** _____

1. **Project Progress Report:** In this section, list the progress of project toward meeting objectives as outlined in Grant Application, including number of people served during this period.

To date, number of screening and diagnostic patients served, by ethnicity:

<i>Ethnicity</i>	<i># of patients served</i>
African American	
American Indian	
Asian Pacific	
Hispanic	
White	
Other	

To date, number of screening and diagnostic patients served, by county of residence:

<i>County of Residence</i>	<i># of patients served</i>
Cabarrus, NC	
Gaston, NC	
Iredell, NC	
Lincoln, NC	
Mecklenburg, NC	
Rowan, NC	
Stanly, NC	
Union, NC	
York, SC	

- Proposed Changes:** If applicable, in this section, please report any proposed changes in project design, project personnel, or project budget. Please use the "Request for Change/Amendment" form which is available upon request.
- Other Sources of Support:** Please list any notice or receipt of other sources of support for this project received during the past six months.

<i>Organization</i>	<i>Dollar Amount</i>

- Project Materials:** In this section, please list and attach all published or produced materials, pictures, etc. for the past six months.

- Accounting of Grant Funds:** Please attach a final budget for the entire term of the grant period. (Use Excel form)

Signature of Project Director

Title and Organization

Date

*Permission is hereby granted to the Susan G. Komen for the Cure to publish the above information.
Proper credit will be given to grantee where appropriate.*

Mid-Year Accounting of Grant Funds

(Attach to Mid-Year Progress Report Form)

Due Date: October 31, 2009



Project Director _____

Agency _____

Project Title _____

Dates Covered by Report: _____

	Original Annual Budget	Actual Expenses To Date
Personnel		
Supplies (itemize by category)		
Equipment (not to exceed 30% of direct costs)		
Patient Care Costs		
<i>Inpatient (please include detail if possible)</i>		
<i>Outpatient (please include detail if possible)</i> _____ of Screening Mammograms (@ \$_____ ea) _____ of Diagnostic Mammograms (@ \$_____ ea) _____ of Biopsies (@ \$_____ ea)		
Other Expenses (itemize by category)		
Subtotal (Direct Costs)	\$ -	\$ -
Indirect cost allocation (not to exceed 15% of direct costs)		
Total Grant Funds Expenditures	\$ -	\$ -

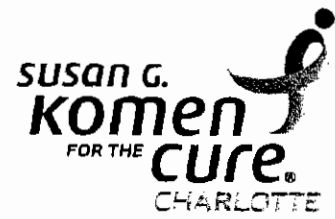
Signature:

Date Submitted:

(Typed) Principal Investigator
Project Director

Final Report of Grant Funds

Charlotte Affiliate of Susan G. Komen for the Cure



Please Type

Due Date: May 15,

Project Director: _____

Agency: _____

Project Title: _____

Start Date: _____ **End Date:** _____

1. **Project Summary:** List each objective outlined in the original grant application.

2. What Percentage of Objectives Were Met:

Specific Aims	Percent Completed				
	1-25%	26-50%	51-75%	76-100%	N/A
Objective 1					
Objective 2					
Objective 3					
Objective 4					
Objective 5					

3. Summary of Outcomes: In this section, please provide a short summary (200 words or less) in basic terms describing the outcomes and accomplishments of this project. Include a statement of plans for the future of the program. *(Note: This summary will be submitted to the National Komen Headquarters as part of the Charlotte Affiliate's reporting requirements. Please adhere to the character restrictions as outlined.)*

4. Types of services provided (choose only those that pertain to your grant):

<i>Service Provided</i>	<i># of People Served</i>
Screening Mammography	
Diagnostic Services	
Clinical Breast Exams	
Clinical Trials Education	
Clinical Trials Enrollment	

<i>Service Provided</i>	<i># of People Served</i>
Treatment Assistance	
Written Materials Provided	
Education/Counseling Sessions	
Lymphedema Services	
Psychosocial	

Other (please specify):

5. Number of screening mammograms provided with this grant (If Applicable):

6. Number of clients referred out for further diagnosis:

7. Number of clients referred out for mammograms (not paid for by Komen grant):

8. Number of screening and diagnostic patients served, by ethnicity:

<i>Ethnicity</i>	<i># of patients served</i>
African American	
American Indian	
Asian Pacific	
Hispanic	
White	
Other	

9. Number of screening and diagnostic patients served, by county of residence:

<i>County of Residence</i>	<i># of patients served</i>
Cabarrus, NC	
Gaston, NC	
Iredell, NC	
Lincoln, NC	
Mecklenburg, NC	
Rowan, NC	
Stanly, NC	
Union, NC	
York, SC	

10. Number of breast cancers detected:

11. Other Sources of Support: In this section, please list any notice or receipt of other sources of support for this project received during the past six months.

<i>Organization</i>	<i>Dollar Amount</i>

12. Project Materials: In this section, please list all published or produced materials, pictures, etc. for this grant project. Include copies of materials for Affiliate files.

13. Accounting of Grant Funds: Please attach a final budget for the entire term of the grant period. (Use Excel form)

Signature of Project Director

Title and Organization

Date

Permission is hereby granted to the Susan G. Komen for the Cure to publish the above information. Proper credit will be given to grantee where appropriate.

Final Accounting of Grant Funds

(Attach to Grantee Final Report Form)

Due Date: May 15, 2010



Project Director _____

Agency _____

Project Title _____

Dates Covered by Report: _____

	Original Annual Budget	Actual Expenses To Date
Personnel		
Supplies (itemize by category)		
Equipment (not to exceed 30% of direct costs)		
Patient Care Costs		
<i>Inpatient (please include detail if possible)</i>		
<i>Outpatient (please include detail if possible)</i> _____ of Screening Mammograms (@ \$_____ ea) _____ of Diagnostic Mammograms (@ \$_____ ea) _____ of Biopsies (@ \$_____ ea)		
Other Expenses (itemize by category)		
Subtotal (Direct Costs)	\$ -	\$ -
Indirect cost allocation (not to exceed 15% of direct costs)		
Total Grant Funds Expenditures	\$ -	\$ -

Signature:

Date Submitted:

 (Typed) Principal Investigator
 Project Director

BUDGET AMENDMENT

BUDGET Health REQUESTED BY Phillip Tarte
 FISCAL YEAR FY2010 DATE May 03, 2010

INCREASE

DECREASE

<u>Description</u>		<u>Description</u>	
<u>Operating Expenses</u>	<u>17,292</u>	_____	_____
<u>Grant Revenue</u>	<u>17,292</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Explanation: Appropriate additional funding for the Susan G Komen grant.

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>	
10551151-5383-1353	<u>Medical Services</u>	<u>17,292</u>	10451151-4840-1353	<u>Grant Funding</u>	<u>17,292</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
	Total	<u>17,292</u>		Total	<u>17,292</u>

Prepared By bl
 Posted By _____
 Date _____

Number 47

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: May 3, 2010

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

SUBJECT: EPA Grant Agreement & Revised Application for EPA Grant

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:

Matthew Delk, Asst. Manager
Ed Goscicki, Public Works Director
Jeff Crook, Senior Staff Attorney

TELEPHONE NUMBERS:

(Delk) 704-283-3656
(Goscicki) 704-286-4212
(Crook) 704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Authorize County Manager to execute EPA Grant Agreement #XP-95437909-0, and submit it simultaneously with a revised grant application which, if approved by the EPA, will substitute the Union County East-Side Wastewater Collection System Improvements Project for the Rocky River watershed projects, and to approve such other grant documents as may be required, other than revisions to project scope

BACKGROUND: In August of 2009, the County received grant agreement #XP-95437909-0 from the U.S. Environmental Protection Agency ("EPA") approving \$1,961,300, upon acceptance by the County, to assist Union County Public Works with the construction of drinking water lines and sewer lines in the Rocky River watershed (the "Rocky River watershed projects"). After reviewing this proposed grant agreement, staff became concerned that while State and local requirements for the construction of the Rocky River watershed projects were met, the federal grant requirements listed in the proposed agreement were not. Thus, staff determined that it would be best not to execute the grant agreement as proposed by the EPA, but to apply, instead, to use the funding for a new project. On January 4, 2010, the Union County Board of Commissioners authorized staff to send a letter to EPA indicating the County's intent to apply for up to \$1,961,300 in grant funds for the Union County East-Side Wastewater Collection System Improvements Project, and to complete and submit related application documents for the grant (and to include Unionville and Indian Trail in the list of affected areas). On January 6, 2010, the Assistant County Manager mailed a letter to Arthur Buff, EPA Project Officer (the "EPA Officer"), stating that the County would like to substitute the Union County

East-Side Wastewater Collection System Improvements Project for reimbursement under the grant, and that the County intended to submit a new grant application as promptly as possible. The letter also asked that the EPA Officer contact the County if he believed that the approach described in the letter might jeopardize the County's ability to receive the full amount of the appropriations. On January 19, 2010, the Board suspended the prior January 4th action. On February 1, 2010, the Board authorized the Public Works Director to proceed with a modified scope. Since then, Camp Dresser & McKee ("CDM"), the County's EPA grant advisor, has advised staff that the EPA Officer has said that it is important for the County to sign the grant award (agreement), because such action actually sets the grant funding aside and enters the County into the EPA's system. CDM also indicated that the EPA Officer was concerned that the original grant award (agreement) had not yet been accepted. CDM has further advised that both CDM and the EPA Officer read the grant agreement to be prospective in nature (promising what the County will do as opposed to what the County assures it has done). Given these recent developments, staff requests authorization from the Board to execute the original grant award/agreement and submit it simultaneously with a revised grant application which, if approved by the EPA, will substitute the Union County East-Side Wastewater Collection System Improvements Project for the Rocky River watershed projects. Staff may also submit a cover letter with the revised grant application and executed grant award/agreement, further clarifying that the County intends for the assurances and promises contained in the grant award/agreement to apply only to the project described by the revised grant application (the Union County East-Side Wastewater Collection System Improvements Project).

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

APPLICATION PACKAGE SUBMITTAL CHECKLIST

- x SF 424, 424A & B (Non-construction), 424C & D (Construction), and Key Contacts Form
- 1 Clearinghouse comments, if applicable and available.
- x Anti-Lobbying Recipient Certification must be completed and returned if you are requesting **\$100,000 or more** in Federal funds. Please retain the "Disclosure of Lobbying Activities" form for your use in reporting Lobbying activities during the project period of the assistance award.
- n/a Current indirect cost rate negotiation agreement, if applicable.
- x Compliance Report - EPA Form 4700-4
- x WORKPLAN - Prepared in accordance with the instructions at http://www.epa.gov/region4/water/gtas/workbookdocs/workplan_elements031705.pdf

¹ Clearinghouse comments not available yet. Will send when receive.

MAIL THE ORIGINAL AND ONE COPY OF YOUR COMPLETED APPLICATION TO:

**GRANTS MANAGEMENT OFFICE
ENVIRONMENTAL PROTECTION AGENCY
ATLANTA FEDERAL CENTER
61 FORSYTH ST, SW
ATLANTA, GA 30303-8960**

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision	*If Revision, select appropriate letter(s): E-new project application for existing award * Other (Specify) E-new project application for existing award
*3. Date Received:	4. Application Identifier:	

5a. Federal Entity Identifier:	*5b. Federal Award Identifier: XP-95437909-0
---------------------------------------	--

State Use Only:

6. Date Received by State:	7. State Application Identifier:
-----------------------------------	---

8. APPLICANT INFORMATION:

* a. Legal Name: Union County Public Works	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 56-6000345	*c. Organizational DUNS: 079051637
d. Address:	
*Street1: 500 North Main Street, Room 925 Street 2: *City: Monroe County: Union *State: NC Province: Country: USA	
*Zip/ Postal Code: 28112	

e. Organizational Unit:	
Department Name: Union County Public Works	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Ms. Middle Name: B. *Last Name: Kennedy Suffix: PE	First Name: Laurin
Title: Senior Project Manager	
Organizational Affiliation: CDM 301 S. McDowell Street, Suite 512 Charlotte, NC 28204	
*Telephone Number: 704-342-4546	Fax Number: 704-342-2296
*Email: kennedylb@cdm.com	

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: B. County Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

*Other (specify):

*10. Name of Federal Agency:

US Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*12. Funding Opportunity Number:

*Title: Special Appropriation Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Union County, North Carolina

*15. Descriptive Title of Applicant's Project:

East Side Sewer System Improvements

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant NC-08 and 09

*b. Program/Project: NC-08 and 09

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: October 2010

*b. End Date: May 2012

18. Estimated Funding (\$):

*a. Federal	\$1,961,300.00	*d. Local	
*b. Applicant	\$5,838,700.00	*e. Other	
*c. State		*f. Program Income	
*d. Local		*g. TOTAL	\$7,800,000.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

- Yes
- No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Al

Middle Name:

*Last Name: Greene

Suffix:

*Title: County Manager

*Telephone Number: 704-292-2625

Fax Number: 704-282-0121

*Email: algreene@co.union.nc.us

*Signature of Authorized Representative:

Date Signed:

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	Type of Submission: (Required) Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date. 	10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
		11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify) 	12.	Funding Opportunity Number/Title: (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
		13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
		14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.	16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, NC-103 for North Carolina's 103 rd district. <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.		
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.		
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.		
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.		
8.	Applicant Information: Enter the following in accordance with agency instructions: <p>a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.</p> <p>b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.</p> <p>c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.</p> <p>d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).</p> <p>e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the</p>	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
		18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
		19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	<p>assistance activity, if applicable.</p> <p>f. Name and contact information of person to be contacted on matters involving this application. Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.</p>	<p>State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State</p>		
20.		<p>Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.</p> <p>If yes, include an explanation on the continuation sheet.</p>		
9.	<p>Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.</p> <table border="0"> <tr> <td data-bbox="162 625 487 1005"> <p>A. State Government</p> <p>B. County Government</p> <p>C. City or Township Government</p> <p>D. Special District Government</p> <p>E. Regional Organization</p> <p>F. U.S. Territory or Possession</p> <p>G. Independent School District</p> <p>H. Public/State Controlled Institution of Higher Education</p> <p>I. Indian/Native American Tribal Government (Federally Recognized)</p> <p>J. Indian/Native American Tribal Government (Other than Federally Recognized)</p> <p>K. Indian/Native American Tribally Designated Organization</p> <p>L. Public/Indian Housing Authority</p> </td> <td data-bbox="487 625 836 1005"> <p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>O. Private Institution of Higher Education</p> <p>P. Individual</p> <p>Q. For-Profit Organization (Other than Small Business)</p> <p>R. Small Business</p> <p>S. Hispanic-serving Institution</p> <p>T. Historically Black Colleges and Universities (HBCUs)</p> <p>U. Tribally Controlled Colleges and Universities (TCCUs)</p> <p>V. Alaska Native and Native Hawaiian Serving Institutions</p> <p>W. Non-domestic (non-US) Entity</p> <p>X. Other (specify)</p> </td> </tr> </table>	<p>A. State Government</p> <p>B. County Government</p> <p>C. City or Township Government</p> <p>D. Special District Government</p> <p>E. Regional Organization</p> <p>F. U.S. Territory or Possession</p> <p>G. Independent School District</p> <p>H. Public/State Controlled Institution of Higher Education</p> <p>I. Indian/Native American Tribal Government (Federally Recognized)</p> <p>J. Indian/Native American Tribal Government (Other than Federally Recognized)</p> <p>K. Indian/Native American Tribally Designated Organization</p> <p>L. Public/Indian Housing Authority</p>	<p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>O. Private Institution of Higher Education</p> <p>P. Individual</p> <p>Q. For-Profit Organization (Other than Small Business)</p> <p>R. Small Business</p> <p>S. Hispanic-serving Institution</p> <p>T. Historically Black Colleges and Universities (HBCUs)</p> <p>U. Tribally Controlled Colleges and Universities (TCCUs)</p> <p>V. Alaska Native and Native Hawaiian Serving Institutions</p> <p>W. Non-domestic (non-US) Entity</p> <p>X. Other (specify)</p>	<p>21. Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.</p> <p>A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)</p>
<p>A. State Government</p> <p>B. County Government</p> <p>C. City or Township Government</p> <p>D. Special District Government</p> <p>E. Regional Organization</p> <p>F. U.S. Territory or Possession</p> <p>G. Independent School District</p> <p>H. Public/State Controlled Institution of Higher Education</p> <p>I. Indian/Native American Tribal Government (Federally Recognized)</p> <p>J. Indian/Native American Tribal Government (Other than Federally Recognized)</p> <p>K. Indian/Native American Tribally Designated Organization</p> <p>L. Public/Indian Housing Authority</p>	<p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>O. Private Institution of Higher Education</p> <p>P. Individual</p> <p>Q. For-Profit Organization (Other than Small Business)</p> <p>R. Small Business</p> <p>S. Hispanic-serving Institution</p> <p>T. Historically Black Colleges and Universities (HBCUs)</p> <p>U. Tribally Controlled Colleges and Universities (TCCUs)</p> <p>V. Alaska Native and Native Hawaiian Serving Institutions</p> <p>W. Non-domestic (non-US) Entity</p> <p>X. Other (specify)</p>			

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

<ol style="list-style-type: none"> 1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application. 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. 3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project. 4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications. 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and 	<ol style="list-style-type: none"> 8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). 9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures. 10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of
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<p>specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.</p> <p>6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.</p> <p>7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.</p>	<p>1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</p>
<p>11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</p> <p>12. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</p> <p>13. Will comply, as applicable, with the provision of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C.874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) regarding labor standards of federally assisted construction sub-agreements.</p> <p>14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the</p>	<p>National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).</p> <p>16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>17. Will assist the awarding agency in assuring</p>

compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE
County Manager

APPLICANT ORGANIZATION

Union County Public Works

DATE SUBMITTED

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$	\$	\$
2. Land, structures, rights-of-way, appraisals, etc.	\$	\$	\$
3. Relocation expenses and payment	\$	\$	\$
4. Architectural and engineering fees	\$	\$	\$
5. Other architectural and engineering fees	\$	\$	\$
6. Project inspection fees	\$	\$	\$
7. Site work	\$	\$	\$
8. Demolition and removal	\$	\$	\$
9. Construction	\$7,800,000	\$4,234,000	\$3,566,000
10. Equipment	\$	\$	\$
11. Miscellaneous	\$	\$	\$
12. SUBTOTAL (sum of lines 1-11)	\$7,800,000	\$4,234,000	\$3,566,000
13. Contingencies	\$	\$	\$
14. SUBTOTAL	\$7,800,000	\$4,234,000	\$3,566,000
15. Project (program) income	\$	\$	\$
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$7,800,000	\$4,234,000	\$3,566,000
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) X ⁵⁵ % Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply		\$1,961,300



KEY CONTACTS FORM

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name: Mr. Al Greene
 Title: County Manager
 Complete Address: 500 N. Main Street, Suite 918
Monroe, NC 28112
 Phone Number: 704-292-2625

Payee: *Individual authorized to accept payments.*

Name: Mr. Kai Nelson
 Title: Finance Director
 Mail Address: 500 N. Main Street, Suite 901
Monroe, NC 28112
 Phone Number: (704) 283-3813

Administrative Contact: *Individual from Sponsored Program Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc.)*

Name: Mr. Scott Huneycutt, PE
 Title: Assistant Public Works Director
 Mailing Address: 500 N. Main Street, Suite 500, Monroe, NC 28112
 Phone Number: 704-296-4211
 FAX Number: 704-296-4232
 E-Mail Address: ScottHuneycutt@co.union.nc.us

Principal Investigator: *Individual responsible for the technical completion of the proposed work.*

Name: Laurin Kennedy, PE, CDM
 Title: Senior Project Manager
 Mailing Address: 301 S. McDowell Street, Suite 512, Charlotte, NC 28204
 Phone Number: 704-342-4546
 FAX Number: 704-342-2296
 E-Mail Address: kennedylb@cdm.com
 Web URL: _____

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Al Greene, County Manager

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

**Preaward Compliance Review Report for
All Applicants and Recipients Requesting EPA Financial Assistance**

Note: Read instructions on other side before completing form.

<p>I. Applicant/Recipient (Name, Address, State, Zip Code). Union County Public Works, 500 N. Main St., Rm 925, Monroe, NC 28112</p>	<p>DUNS No. 079051637</p>
<p>II. Is the applicant currently receiving EPA assistance? No, Union County Public Works is not currently receiving EPA assistance.</p>	
<p>III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) There are none pending against Union County Public Works.</p>	
<p>IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) Public Works has not had any such lawsuits/complaints decided against it within the last year.</p>	
<p>V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3)) No such reviews of Union County Public Works have been conducted within the last 2 years.</p>	
<p>VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below. Yes a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). No b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies. See Attachment</p>	
<p>VII.* Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) No a. Do the methods of notice accommodate those with impaired vision or hearing? No b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? No c. Does the notice identify a designated civil rights coordinator? No</p>	
<p>VIII.* Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a)) No, Union County Public Works does not.</p>	
<p>IX.* Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166) It provides a Spanish-speaking interpreter at its customer service office.</p>	
<p>X.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator. No, it has not.</p>	
<p>XI.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or internet address for, or a copy of, the procedures. No, it has not.</p>	
<p align="center">For the Applicant/Recipient</p> <p>I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.</p>	
<p>A. Signature of Authorized Official</p>	<p>B. Title of Authorized Official</p>
<p align="center">For the U.S. Environmental Protection Agency</p> <p>I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.</p>	
<p>A. Signature of Authorized EPA Official</p>	<p>B. Title of Authorized EPA Official</p>
<p>C. Date</p>	

See ** note on reverse side

Attachment to “Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance”

Response to Question VI. b. (*“If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies.”*):

Response – This project is for sewer system improvements (piping, pump station, etc.), and as such, the facilities being altered or constructed will not require accessibility to the public or beneficiaries, or residence therein of persons with physical handicaps. Furthermore, the facilities being altered or constructed will be frequented only by service personnel for maintenance, repair, occasional monitoring, etc.

Instructions for EPA FORM 4700-4 (Rev. 04/2009)

General

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution.

40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972.

40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

The Executive Order 13166 (E.O. 13166) entitled: "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items

"Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed.

"Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

* Questions VII – XI are for informational use only and will not affect an applicant's grant status. However, applicants should answer all questions on this form. (40 C.F.R. Parts 5 and 7).

** Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.

Approval indicates, in the reviewer's opinion, questions I – VI of Form 4700-4 comply with the preaward administrative requirements for EPA assistance.

"Burden Disclosure Statement"

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to U.S. EPA, Attn: Collection Strategies Division (MC 2822T), Office of Information Collection, 1200 Pennsylvania Ave., NW, Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes and regulations.

WORK PLAN

Name of Applicant and Project Title

Name of Applicant: Union County Public Works (UCPW)
Project Title: East Side Sewer System Improvements

Project Objectives and Need

The existing Union County East Side Sewer system consists of three pump stations (PS1, PS2, and PS3) that are served by trunk sewers owned by Union County and smaller trunk and collector sewers owned by surrounding municipalities (see Figure 1). The pump stations currently pump in a series and deliver flow to the City of Monroe Wastewater Treatment Plant (WWTP) through a 14-inch diameter force main. This system experiences sanitary sewer overflows (SSOs) due to excessive inflow and infiltration within the municipalities' sewer collection system. As a result, none of the three stations are capable of conveying peak hourly flows with one pump out of service per the Pump Station Reliability requirements of the 15A NCAC 2T rules. In addition, UCPW has received Notice of Violations (NOVs) from the North Carolina Department of Environment and Natural Resources (NCDENR) regarding the SSOs. The most recent NOV is included in Appendix A. The primary objective of this project is to reduce/eliminate the SSOs at the existing pump stations by providing pumps at PS3 that are sized to meet the Pump Station Reliability requirements and re-piping the force main system from PS3 and PS2 so that each of the pump stations pump in parallel directly to the Monroe WWTP.

Environmental Results or Benefits of Project

SSOs can result in human exposure to raw sewage and allow raw sewage to enter public water bodies impairing water quality, both which create a potential public health problem. Once this project is constructed, it is anticipated that SSOs will be significantly reduced within UCPW East Side Sewer System which would provide improved water quality in adjacent streams and minimize public health risks. This project should also result in the significant reduction of NOVs from NCDENR associated with the East Side Sewer System.

Project Description and Activities

The proposed project includes the construction of 15,250 linear feet of 16-inch diameter sewer force main that parallels the existing 12-inch force main between PS3 and PS2, 9,000 linear feet of 18-inch sewer force main that will be connected to both the existing 12-inch diameter and new 16-inch diameter force mains to convey the combined flow downstream to where PS2 connects, and 14,300 linear feet of 24-inch sewer force main that will be connected to the new 18-inch force main and PS2. All flows from PS3 and PS2 will be conveyed through the 24-inch force main to the City of Monroe WWTP for treatment and disposal. Union County has an agreement with the City of Monroe to send 2.65 million gallons per day (mgd) of average daily flow and 6.625 mgd peak hour flow to the Monroe WWTP. In order to extend the service life of the force main by eliminating potential corrosion problems, the majority of the force main will be C-905 Polyvinyl Chloride.

At PS3, the two existing 880 gpm vertical shaft horizontal solids handling pumps will be replaced with two dry-pit submersible pumps of increased discharge head (TDH) to convey a firm pumping capacity of 1,735 gpm. This new firm pumping capacity will allow PS3 to convey peak hour flows while meeting the above-mentioned Pump Station Reliability requirements. The two existing 1,220 gpm pumps in PS2 are aged and will be replaced with two new 1,220-gpm dry-pit submersible pumps. In order to allow for

cleaning/maintenance of the force main system, pigging stations are being added at each pump station as a part of this project. A schematic of the proposed improvements is included in Figure 2.

Additional sustainability measures include the development of the 2010 Comprehensive Water and Wastewater Master Plan. This plan is currently being developed to meet the following objectives:

- Develop an integrated water resources management plan that optimizes the water supply alternatives with wastewater reuse and disposal within the framework of inter-basin transfer restrictions
- Look to regional solutions that provide synergies for Union County and potential partners in resource development and utilization.
- Develop solutions that maximize the use of existing infrastructure
- Identify feasible, reliable and cost effective water and wastewater system capacity solutions for Union County in accordance with the recently updated County-wide Land Use Plan and the development plans of the municipalities served.
- As necessary develop system growth projections based on the updated County-wide Land Use Plan and other independent economic and area-wide growth assessments
- Establish wastewater trunk line corridors, estimated size, and locations for lift stations.
- Develop a master water transmission and distribution network to provide adequate water service and pressure to all developed and projected service areas including fire flows.
- Prioritize water and wastewater needs based on year and impact.
- Evaluate future regulatory requirement impacts on operation and maintenance.
- Receive input from municipalities served by the County's system in a workshop format.
- Evaluate supply, distribution, conveyance, collection and treatment elements of the current system and expansions.
- Establish planning level cost estimates for recommended system improvements.
- Develop a comprehensive, high-level fiscal plan that evaluates and recommends funding alternatives for the implementation of this plan including assessment and balancing of impacts to current rate payer, impact fees to new development and issuance of new debt.
- Match long-term capacity needs with planned growth pattern and projections as identified in the Land Use Plan and other population growth projections. Develop a detailed implementation schedule for the master plan.

Land Acquisition

Union County will be acquiring permanent and temporary construction easements on private property for a significant portion of the length of the alignment. Property owners have been notified, and the task of easement exhibit preparation, including easement documents and compensation letters, and administration assistance has begun.

Pre-Award Costs

Not Applicable

Geographic Location

See Figure 3 for the general location of the project. The latitude and longitude of PS3 is N35°00'42.55" and W80°22'41.71", and PS2 is N35°00'18.96" and W80°26'54.73".

Project Schedule

Union County anticipates a project schedule as follows:

Submit Documents to EPA for CE	March 2010
Submit Plans & Specs to EPA	April 2010
Complete Easement Acquisition	August 2010
Advertise Project	August 2010
Award Construction Contract	September 2010
Construction Start Date	October 2010
Construction Complete Date	April 2012
Final Report & Grant Close-out	May 2012

Project Budget

The estimate of probable construction cost for the project is \$7,800,000. The amount of the EPA special appropriations for this project is \$1,961,300. The 45 percent local match (\$1,604,700) and the remainder of the project funding (\$4,233,500) will be paid for through the issuance of revenue bonds. For a funding breakdown, please see the attached budget sheet with estimated project costs.

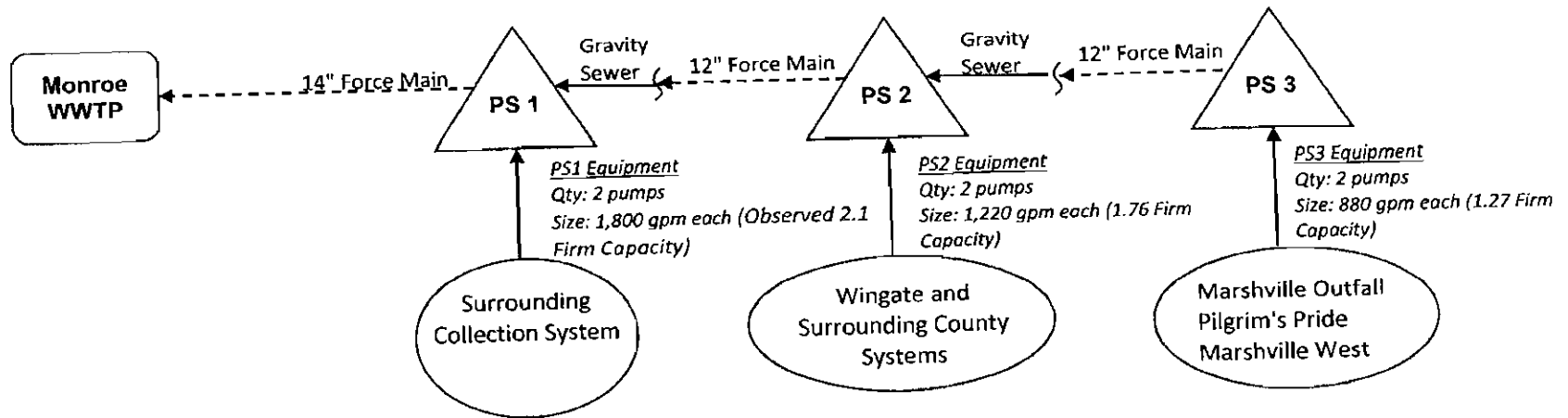
Reporting Requirements

UCPW will submit quarterly reports until the start of the construction. Estimate of quarterly reports due is:

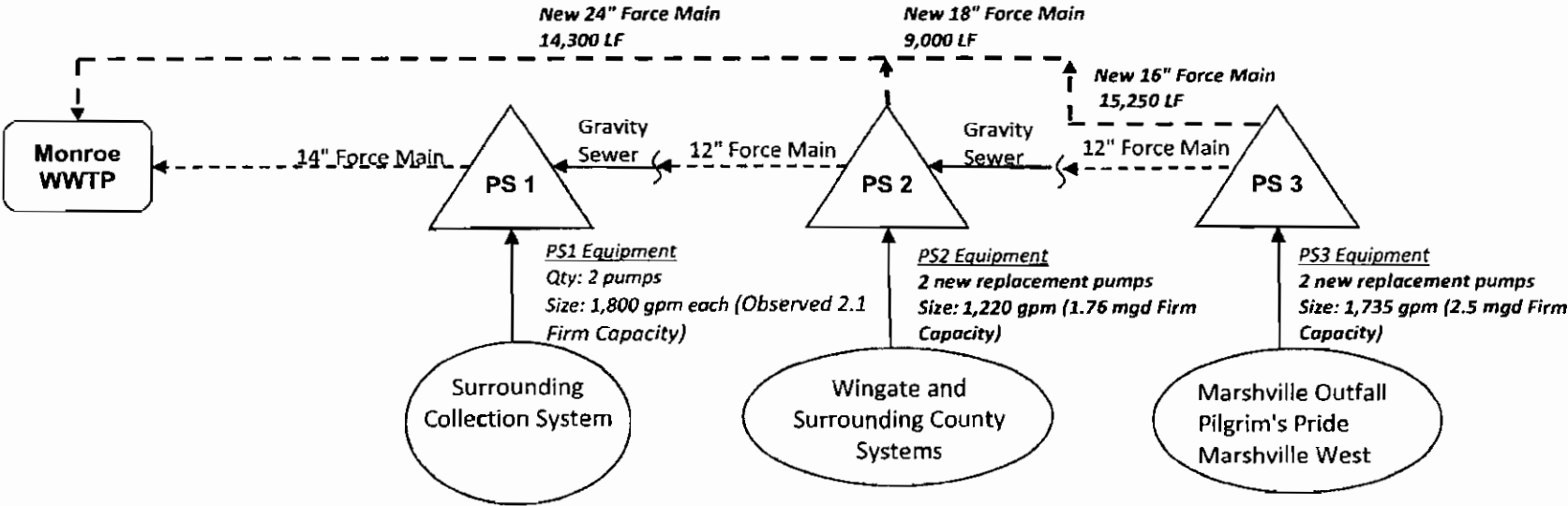
May 1, 2010
August 1, 2010

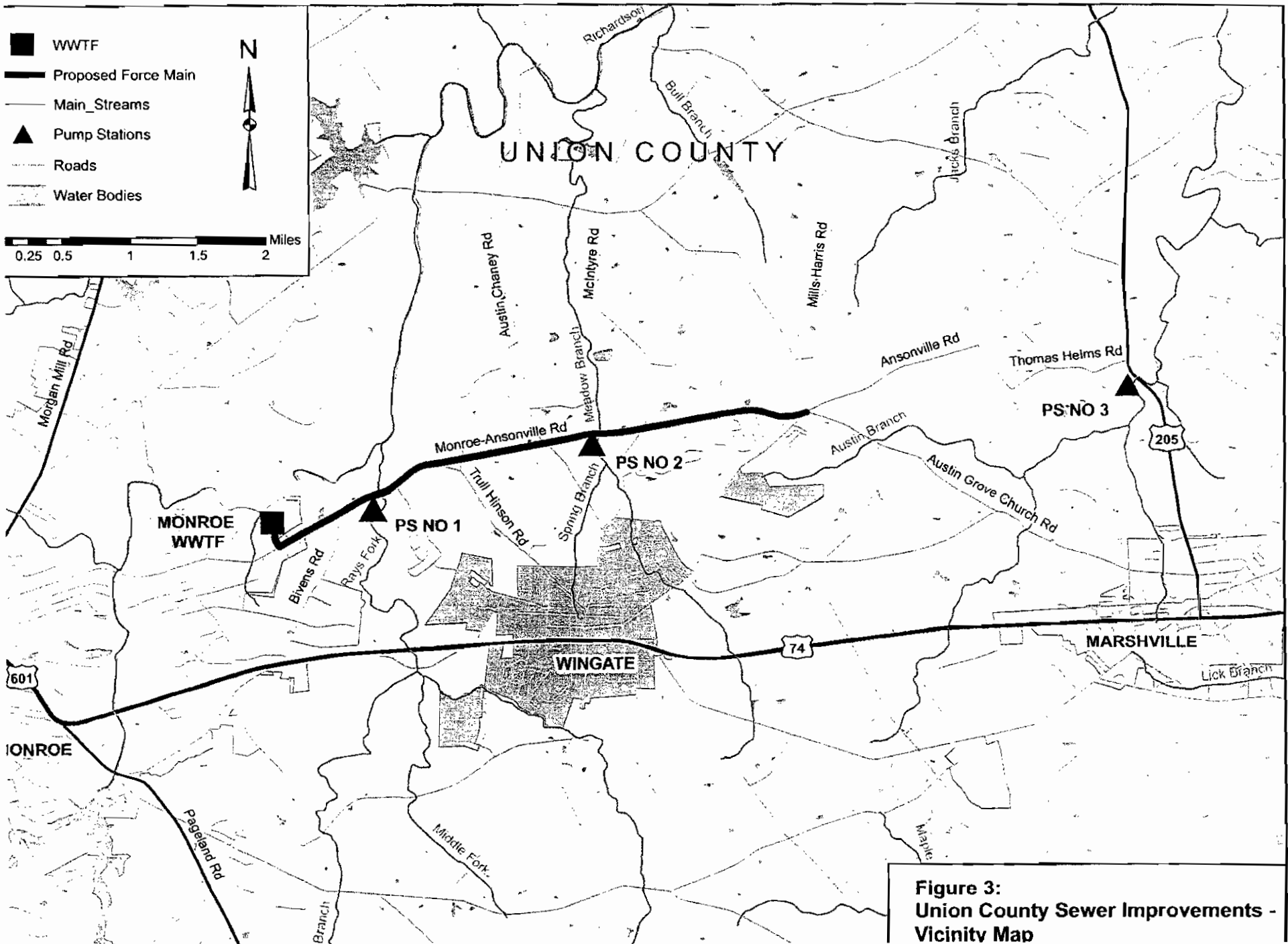
UCPW will submit monthly construction reports after construction begins. These reports will include reimbursements requests (SF271) and supporting invoices as needed.

**Figure 1:
UCPW East Side Sewer System
Flow Schematic Existing System**



**Figure 2:
UCPW East Side Sewer System
Flow Schematic Proposed Improvements**





**Figure 3:
Union County Sewer Improvements -
Vicinity Map**

Appendix A

**NCDENR
Notice of Violation
January 15, 2010**



North Carolina Department of Environment and Natural Resources
Division of Water Quality

Severly Eaves Perdue
Governor

Coleen H. Sullins
Director

Dee Freeman
Secretary

January 15, 2010

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7008 1140 0002 2716 7857

Mr. Scott Huneycutt, Interim Director
Union County Public Works
500 North Main St., Suite 500
Monroe, NC 28112

Subject: **Notice of Violation and
Recommendation for Enforcement
Tracking No. NOV-2010-DV-0010
Collection System Permit
Number WQCS00054
Union County**

Dear Mr. Huneycutt:

A review has been conducted of the Union County's self reported Sanitary Sewer Overflows (SSOs) 5-Day Report(s) for December 2009. This review has shown Union County to be in violation of the requirements found in Collection System Permit WQCS00054 and/or G.S. 143-215.1(a)(1). The violations that occurred during December 2009 are summarized in Attachment A.

Remedial and corrective actions, if not already implemented, should be taken to prevent further SSOs. As of December 1, 2007, any reportable SSO may be issued a Notice of Violation (NOV) and some may be assessed a civil penalty. Civil penalties will be issued for SSOs based on volume, volume reaching surface waters, duration and gravity, impacts to public health, fish kills, and recreational area closures. Other factors considered in determining the amount of the civil penalty are the violator's history of spills, the cost of rectifying the damage, whether the spill was intentional, and whether money was saved by non-compliance.

Mooreville Regional Office
Location: 810 East Center Ave., Suite 301 Mooreville, NC 28115
Phone: (704) 663-1699 \ Fax: (704) 663-6040 \ Customer Service: 1-877-623-6748
Internet: www.ncwaterquality.org
An Equal Opportunity \ Affirmative Action Employer - 50% Recycled/10% Post Consumer paper


One
North Carolina
Naturally

Be advised that G.S. 143-215.6A provides for a civil penalty assessment of not more than twenty-five thousand dollars (\$25,000), or twenty-five thousand dollars (\$25,000) per day when the violation is of a continuing nature, against any person who is required but fails to apply for or to secure a permit required by G.S. 143-215.1. Penalties may also be assessed for any damage to the surface waters of the State that may result from the unpermitted discharge.

The SSOs noted in Attachment A under violation action as "Proceed to Enforcement" are overflows that the regional office has determined, after review of the CS-SSO 5-day report, that may result in a civil penalty assessment. **You have 15 days from receiving this Notice of Violation letter to provide any additional justification for the identified SSOs as to why these spills do not meet the criteria listed in this letter for civil penalty assessment.**

If you have any questions regarding this policy please do not hesitate to contact Mr. Lon Snider or myself at 704-663-1699.

Sincerely,



Robert B. Krebs
Surface Water Protection Section Supervisor
Division of Water Quality
Mooresville Regional Office

Attachments

Cc: ORC System -Josh Brooks
PERCS Files

Attachment A

Union County Collection System

December 2009

Permit #	Location	Incident #	Start Date	5 Day Gallons	Enforcement Number	Violation Action	Cause: Inflow and Infiltration	Cause: Severe Natural Condition
WQCS00054	MH-2707 Monroe	200902994	12/02/09	2025	NOV-2010-DV-0010	Proceed to Enforcement	Yes	Yes
WQCS00054	MH-2700 Wingate	200902995	12/02/09	12320	NOV-2010-DV-0010	Proceed to Enforcement	Yes	Yes
WQCS00054	McIntyre Rd & Monroe/ Ansonville Rd	200903047	12/10/09	9000	NOV-2010-DV-0010	Proceed to Enforcement	Yes	No
WQCS00054	McIntyre Road & Monroe Ansonville Road	200903195	12/25/09	15000		No Action, BPJ	Yes	Yes
WQCS00054	Arrie St & Sharon Dr	200903196	12/25/09	5250		No Action, BPJ	Yes	Yes
WQCS00054	Station 1	200903240	12/25/09	22500		No Action, BPJ	Yes	Yes

PLEASE RETURN ONE SIGNED AND DATED ORIGINAL AWARD DOCUMENT TO:

Mr. Kenny Richardson
Grants Specialist
Grants and IAG Section
U.S. Environmental Protection Agency
Atlanta Federal Center
61 Forsyth Street, S.W.
Atlanta, GA 30303-3104

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	ASSISTANCE ID NO.			DATE OF AWARD
		PRG	DOC ID	AMEND#	
		XP - 95437909 - 0			08/17/2009
		TYPE OF ACTION			MAILING DATE
New			08/24/2009		
PAYMENT METHOD:			ACH#		
Reimbursement			40217		
RECIPIENT TYPE:		Send Payment Request to:			
County		David Holroyd (404)562-9228			
RECIPIENT:		PAYEE:			
Union County Department of Public Works 500 North Main Street, Room 925 Monroe, NC 28112 EIN: 56-6000345		Union County Department of Public Works 500 North Church Street, Room 925 Monroe, NC 28112			
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
Mark Tye 500 North Main Street, Ste 500 Monroe, NC 28112 E-Mail: mtye@co.union.nc.us Phone: 704/296-4215		Arthur Buff 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: Buff.Arthur@epamail.epa.gov Phone: 404-562-9336		Kenny Richardson Grants Management Office E-Mail: richardson.kenny@epa.gov Phone: 404-562-9021	
PROJECT TITLE AND DESCRIPTION					
Congressionally Mandated Projects					
<p>This action approves an award in the amount of \$1,961,300 to assist the Union County Department of Public Works for the construction of 107,000 feet of drinking water lines and 21,500 feet of sewer lines. A Finding of No Significant Impact was issued for this project July 16, 2007. This project is located in the Rocky watershed, United States Geologic Survey Hydrologic Unit Code 03040105.</p>					
BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST		
10/01/2001 - 12/31/2009	10/01/2001 - 12/31/2009	\$6,201,538.00	\$6,201,538.00		
NOTICE OF AWARD					
<p>Based on your application dated 12/02/2008, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$1,961,300. EPA agrees to cost-share 35.70% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,961,300. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.</p>					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS		
61 Forsyth Street Atlanta, GA 30303-8960			U.S. EPA, Region 4 Water Protection Division 61 Forsyth Street Atlanta, GA 30303-8960		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
SIGNATURE OF AWARD OFFICIAL		TYPED NAME AND TITLE		DATE	
Digital signature applied by EPA Award Official		Elaine Curles, Grants Management Officer		08/17/2009	
AFFIRMATION OF AWARD					
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION					
SIGNATURE		TYPED NAME AND TITLE		DATE	
		Al Greene, County Manager			

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 1,961,300	\$ 1,961,300
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 4,045,117	\$ 4,045,117
State Contribution	\$	\$ 195,121	\$ 195,121
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 6,201,538	\$ 6,201,538

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	Appropriations Act of 2001 (PL 106-377) Appropriations Act of 2002 (PL 107-73)	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	0904VX9150	09	E4C	04V0A5H	201B51E	4183			1,961,300
									1,961,300

Approved Budget	
Program Element Classification (Construction)	Approved Allowable Budget Period Cost
1. Administration Expense	\$0
2. Preliminary Expense	\$0
3. Land Structure, Right Of Way	\$0
4. Architectural Engineering Basic Fees	\$0
5. Other Architectural Engineering Fees	\$0
6. Project Inspection Fees	\$0
7. Land Development	\$0
8. Relocation Expenses	\$0
9. Relocation Payments to Individuals & Bus.	\$0
10. Demolition and Removal	\$0
11. Construction and Project Improvement	\$5,489,952.63
12. Equipment	\$0
13. Miscellaneous	\$0
14. Total (Lines 1 thru 13)	\$5,489,952.63
15. Estimate Income	\$0
16. Net Project Amount (Line 14 minus 15)	\$5,489,952.63
17. Less: Ineligible Exclusions	\$0
18. Add: Contingencies	\$0
19. Total (Share: Recip <u>64.30%</u> Fed <u>35.70%</u>)	\$5,489,952.63
20. TOTAL APPROVED ASSISTANCE AMOUNT	\$1,961,300

Administrative Conditions

1. PROCUREMENT FOR ENGINEERING AND OTHER PROFESSIONAL SERVICES

The costs of professional engineering and any other professional services contracts procured in compliance with the minimum standards for procurement under grants (see 40 CFR 31.36) are allowable costs for reimbursement with grant funds. No grant funds may be used to reimburse the federal share of any engineering or other professional services contract(s) found to be in noncompliance with the grant procurement regulations. (Note: all project expenditures are deemed to include both the federal and nonfederal shares).

The recipient agrees to conduct all procurement for engineering and other professional services in compliance with 40 CFR 31.36(b)-(k). The recipient also agrees to submit to EPA for pre-award and/or post-award review procurement documents including, but not limited to: selection procedures, requests for qualifications and/or proposals, evaluation methodology and results, memorandum of review or negotiation, cost analyses, proposed contract documents, etc.

No payments may be made under this grant until EPA has received and reviewed the procurement documents for compliance with the minimum standards for procurement.

2. PROCUREMENT FOR CONSTRUCTION

The cost of construction contracts procured in compliance with the minimum standards for procurement under grants (see 40 CFR 31.36) are allowable costs for reimbursement with grant funds. No grant funds may be used to reimburse the federal share of any construction contract(s) found to be in noncompliance with the grant procurement regulations. (Note: all project expenditures are deemed to include both the federal and nonfederal shares).

The recipient agrees to conduct all procurement for construction in compliance with 40 CFR 31.36(b)-(k) and include the "EPA Supplemental General Conditions for Federally Assisted Construction Contracts" (enclosed) including Minority Business Enterprise and Women's Business Enterprise Goals in any bidding documents. The recipient also agrees to submit to EPA for pre-award and/or post award review procurement documents including, but not limited to: invitations for bids, independent cost estimates, bid documents, disadvantaged business enterprise documentation, etc.

No payments may be made under this grant until EPA has reviewed the construction procurement documents for compliance with the minimum standards for procurement.

3. LOBBYING AND LITIGATION - ALL RECIPIENTS

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

4. LOBBYING - ALL RECIPIENTS

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a

civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

5. RECYCLING TERM AND CONDITION

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the polices set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

6. EXECUTIVE ORDER 13202

The assistance recipient agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects."

7. HISTORIC PROPERTIES

The recipient agrees to consult with the appropriate State Office in the identification and evaluation of any pre-1946 structures which may be impacted by scheduled project activities, or properties located adjacent to the activities areas. The recipient agrees to comply with efforts to identify, evaluate and appropriately design project activities to avoid or minimize adverse project impacts to any historic properties listed, or which satisfy the criteria for eligibility for listing (36 CFR 60.4), in the National Register of Historic Places.

8. PROVISIONS

The provisions of the "Award of Grants and Cooperative Agreements for the Special Projects and Programs Authorized by the Agency's FY 2002 Appropriations Act" dated April 15, 2002 and FY 2001 Appropriations Act dated February 28, 2001, (enclosed) is incorporated herein by reference.

9. SUSPENSION AND DEBARMENT - ALL RECIPIENTS

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epis.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other

Responsibility Matters.”

10. THIRD PARTY FUNDS OR SERVICES CONDITION

This offer is made contingent upon EPA receipt and review of evidence that firm commitments for all sources of required matching share for this EPA grant are in effect prior to advertising for bids on the project. This contingency includes third party sources where third parties are in any manner furnishing funds or services which will be used as required matching share for this EPA grant. No payments will be made by EPA under this assistance agreement until EPA has received and reviewed the requested documentation.

11. EPA PARTICIPATION

This award and the resulting ratio of funding is based on estimated costs requested in the application. EPA participation in the final total allowable program/project costs (outlays) shall not exceed the statutory limitation (55%) of total allowable program/project costs or the total funds awarded, whichever is lower.

12. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html

13. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONDITION FOR non-SRF RECIPIENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, air share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is

\$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the State of North Carolina as follows:

MBE: CONSTRUCTION 8.0%; SUPPLIES 7.0%; SERVICES 7.0%; EQUIPMENT 7.0%
WBE: CONSTRUCTION 5.0%; SUPPLIES 9.0%; SERVICES 9.0%; EQUIPMENT 9.0%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **the State of North Carolina**.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **semiannually** for the periods ending March 31st and September 30th for:

Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and

All other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to:

**EPA Region 4
MBE/WBE Coordinator
EPA 61 Forsyth Street SW
Atlanta, GA 30303.**

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

15. TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) AS AMENDED (22 U.S.C. 7104(g))

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a

prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

16. SINGLE AUDIT ACT

In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

17. FULLY FUNDED EARMARKS

For fully funded agreements based on an earmark: EPA is fully funding this assistance agreement based on the terms of a congressional earmark. If future earmarks are not provided for this project and recipient, supplemental funding for this project is not guaranteed.

18. MANAGEMENT FEES AND SIMILAR CHARGES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Programmatic Conditions

1. The grantee agrees to follow procedures contained in the most current edition of the EPA Region 4, A Special Appropriations Projects (SPAPs) Grant Procedures Workbook (online workbook at <http://www.epa.gov/region4/water/gtas/specialappropriations.html>).

2. The grantee shall follow all requirements under 40 CFR § 31.36 when procuring construction contracts including: assuring full and open competition; procuring by federally approved methods; performing a cost/price analysis; and ensuring contracts include MBE/WBE requirements, bonding requirements, compliance with federal, state and local laws, inclusion of Part 31.36(i) contract provisions, and subcontractor requirements.
3. The grantee agrees to obtain EPA Project Officer review and concurrence of plans and specifications for all construction contracts prior to the advertisement for bids.
4. The grantee shall notify the EPA Project Officer of any contract awards made as part of this grant and provide a copy to EPA if so requested.
5. In consultation with the EPA Project Officer, the grantee shall conduct a pre-construction conference for each construction contract awarded as part of this grant.
6. The grantee will assure the EPA that all land, easements, and rights-of-way necessary for the construction of the project have been obtained prior to initiating construction.
7. The grantee will obtain all necessary state and local permits, including a permit to construct from the appropriate state agency, coverage under the States NPDES general permit for construction activities, and/or a Corps of Engineers Section 404 permit (if applicable), prior to initiating construction.
8. The grantee shall submit to the EPA Project Officer a quarterly progress report beginning with the award of this grant and a final report pursuant to 40 CFR § 31.40. These reports will consist of updated progress toward work objectives, problems encountered, actions taken to resolve problems and discussion of remaining tasks. This report may be as brief as one page so long as all the requested information is provided. The items listed below should be addressed, as appropriate:

Quarterly Progress Report Outline
for
Special Appropriations Grants

Grant Number: _____
 Grantee Name: _____
 Project Name: _____

Grantee's Authorized Representative: _____

- a. What work was accomplished for this reporting quarter?
 - b. What problems, if any, were encountered?
 - c. If a problem was encountered, what action was taken to correct it?
 - d. Is the project work on schedule?
 (a) This quarter?
 (b) For the project?
 - e. If the project is not on schedule, what is proposed for a revised schedule?
 - f. Does the new schedule require a time extension?
 - g. Is there a change in the Grantee's Authorized Representative or any of the key contacts?
9. The EPA, and its delegated representatives, shall have access to the project work site and project

records at all times.

10. The grantee shall comply with the requirements of 49 CFR § Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, when acquiring land and/or permanent easements as part of this grant.

11. The grantee agrees to comply with 40 CFR § 31.31, which addresses the use and disposal of real property acquired under a federal grant.

12. The grantee has obtained EPA approval for pre-award costs occurring on or after October 1st in the year of the appropriations related to land acquisition costs including surveys, appraisals, options, associated administrative work, etc. for the project covered by this grant. The grantee agrees to submit copies of invoices, appraisals, etc. to EPA for review and approval of these pre-award costs.

13. The grantee agrees to comply with the applicable Cross-Cutting Federal Laws and Authorities listed as an attachment to this grant award document.

14. The grantee will submit its reimbursement request (SF271) and appropriate invoices to EPA to obtain reimbursement.

15. The grantee is encouraged to utilize environmentally preferable practices in the course of procuring goods and services under this grant. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect of human health and the environment. Consideration of environmentally preferable practices should be consistent with price, performance, availability, and safety conditions. Examples include:

- General construction: Adding ranking factors or contract language for construction contracts for the contractor to: adopt practices reduce idling of construction equipment, use clean diesel fuels in construction equipment, install emissions retrofits equipment, repower construction equipment engines, etc. More information on environmentally preferable practices for construction projects can be found at: www.epa.gov/cleandiesel/construction/strategies.htm, www.epa.gov/cleandiesel/construction/whatyoucando.htm, and <http://www.epa.gov/otaq/retrofit/verif-list.htm>.

- Construction of buildings: Adding ranking factors or contract language for the contractor to include green building techniques such as: designing for energy and water efficiency, using green building products, etc. More information on environmentally preferable practices for greener buildings can be found at: <http://www.epa.gov/greenbuilding> and <http://www.wbdg.org>.

- Electronics equipment: Adding ranking factors or contract language for EnergyStar® features and EPEAT-registered electronics products when procuring electronics equipment. Also consider adding factors concerning buy-back or end-of-life programs that dispose of electronics in an environmentally safe manner. More information on preferable practices for electronics equipment can be found at: <http://www.epeat.net/Companies.aspx>, <http://www.epa.gov/wastewise/pubs/wwupda14.pdf>, and <http://www.epa.gov/reg3wcmd/pdf/pcrecycling601.pdf>.

- A/E Services and Construction Services: Adding a ranking factor or contract language that gives preference to firms that have an environmental management system (EMS) in-place or a partner in EPA's Performance Track Program demonstrating their commitment to improving the environment through their place of work. More information on EMS and Performance Track can be found at: www.epa.gov/ems and www.epa.gov/performance-track.

Grantees will report any environmentally preferable practices undertaken in the quarterly progress reports. The information reported will be used to track EPA's progress in reducing our environmental impacts.

16. The grantee is encouraged to improve the environmental performance of their water and wastewater facilities by developing an environmental management system (EMS). More information specific to implementing an EMS for water, wastewater, and biosolids facilities can be found at: <http://www.epa.gov/ems/initiatives/water.htm>.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 05-03-10

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

SUBJECT: DJJDP State Grant Funding for FY 2009-2010

DEPARTMENT: JCPC

PUBLIC HEARING: No

ATTACHMENT(S):
DJJDP County Funding Plan
Budget Ordinance Amendment #43

INFORMATION CONTACT:
Jim Bention, Sr.

TELEPHONE NUMBERS:
704-282-0471

DEPARTMENT'S RECOMMENDED ACTION: Adopt Budget Ordinance Amendment #43 and approve revised DJJDP County Funding Plan for FY 2009-2010.

BACKGROUND: The Department of Juvenile Justice and Delinquency Prevention (DJJDP) has approved funding of \$294,504 for FY 2009-2010 for Union County. These funds were previously approved as part of the FY 2009-2010 Adopted Budget Ordinance in the amount of \$247,438 and amendment on October 19, 2009 with the adoption of Budget Ordinance Amendment #15 with an increase of \$47,066. The DJJDP has requested a decrease in funding of \$16,526 for a total funding amount of \$277,978 for FY 2009-2010.

The Juvenile Crime Prevention Council (JCPC) Board has approved to cease funding for Daymark Recovery Services, decrease funding for United Family Services, and reallocate the remaining balance of funds to Project Challenge for FY 2009-2010.

Union County has not approved line-item detail in the past for the JCPC programs; rather, the JCPC Board normally negotiates, approves, and monitors line item detail within the amount of funds allocated to the programs.

FINANCIAL IMPACT: This Budget Amendment requires a decrease in state funding. No impact on county funding.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Union
DJJDP County Funding Plan

Revised 4-2010

Available Funds: \$294,504 Local Match: \$ \$119,671 Rate: 30%

A Program Agreement Form for each program listed below is attached.

#	Program Provider	DJJDP Funding	LOCAL FUNDING		OTHER	OTHER	Total
			Local Cash Match	Local In-Kind	State/ Federal	Funds	
	<i>Project Challenge</i>	\$103,280	\$6,503	\$24,481			\$134,264
2	<i>Union County Shelter Care</i>	\$35,000		\$33,036			\$68,036
3	<i>Daymark Recovery Services</i>	\$19,463	\$3,607	\$3,211			\$26,281
4	<i>United Family Services</i>	\$57,917	\$17,375				\$75,292
5	<i>Connecting Futures</i>	\$46,918	\$500	\$28,234			\$75,652
6	<i>Psycholgiocial Services</i>	\$7,500		\$2,724			\$10,224
7	<i>JCPC Administration</i>	\$7,900					\$7,900
8							\$0
9							\$0
10							\$0
TOTALS:		\$277,978	\$27,985	\$91,686	\$0	\$0	\$397,649

The above plan was derived through a planning process by the Union County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 09-10

Jimmy H. Bentley 04/16/10
Chairperson, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners (Date)

BUDGET AMENDMENT

BUDGET DJJD REQUESTED BY Jim Bention
 FISCAL YEAR FY2010 DATE May 03, 2010

INCREASE

Description

<u>Operating Expenses</u>	<u>21,677</u>
<u>State Revenue</u>	<u>21,677</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

DECREASE

Description

<u>Operating Expenses</u>	<u>21,677</u>
<u>State Revenue</u>	<u>21,677</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Explanation: Reallocation and decrease of DJJD Program Funding for FY 2010

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

FOR POSTING PURPOSES ONLY

DEBIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>
<u>10557000-5699-1612</u>	<u>Project Challenge</u>	<u>21,677</u>
<u>10457800-4496-1607</u>	<u>Daymark Recovery</u>	<u>2,217</u>
<u>10457000-4496-1610</u>	<u>United Family Service</u>	<u>16,526</u>
<u>10457100-4920-1601</u>	<u>Contingency</u>	<u>2,934</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

CREDIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>
<u>10457000-4496-1612</u>	<u>Project Challenge</u>	<u>21,677</u>
<u>10557800-5699-1607</u>	<u>Daymark Recovery</u>	<u>2,217</u>
<u>10557100-5920-1610</u>	<u>United Family Service</u>	<u>16,526</u>
<u>10557100-5920-1601</u>	<u>Contingency</u>	<u>2,934</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>

Total 43,354
 Prepared By bl
 Posted By _____
 Date _____

bl

Total 43,354
 Number 43

UNION COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT
Meeting Date: 05/03/2010

Action Agenda Item No. 5/56
(Central Admin. use only)

SUBJECT: DJJDP State Grant Funding for FY 2010-2011

DEPARTMENT: DJJDP

PUBLIC HEARING: No

ATTACHMENT(S):
DJJDP County Funding Plan
NCDJJDP JCPC Council Certification

INFORMATION CONTACT:
Jim Bention, Sr.

TELEPHONE NUMBERS:
704-282-0471

DEPARTMENT'S RECOMMENDED ACTION: Approve Department of Juvenile Justice and Delinquency Prevention (DJJDP) Funding Plan and NCDJJDP Juvenile Crime Prevention Council (JCPC) Certification for FY 2010-2011.

BACKGROUND: The DJJDP has approved funding of \$283,078 for FY2010-2011 for Union County. The funds will be used for Project Challenge, Shelter Care, United Family Services, Connecting Futures, and JCPC Administration.

FINANCIAL IMPACT: No county cost. All funding is provided through State Grant funding and passes through Union County. Funds will be allocated during the FY 2010-2011 Budget Ordinance Adoption.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Union
DJJD County Funding Plan

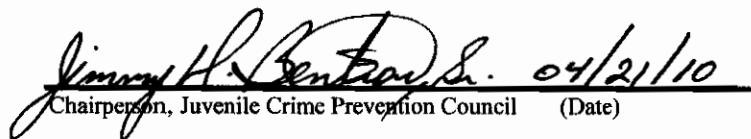
Revised 1-2011

Available Funds: \$294,504 Local Match: \$ \$117,013 Rate: 30%

A Program Agreement Form for each program listed below is attached.

#	Program Provider	DJJD Funding	LOCAL FUNDING		OTHER	OTHER	Total
			Local Cash Match	Local In-Kind	State/ Federal	Funds	
1	Project Challengee	\$100,530		\$30,159			\$130,689
2	Union County Shelter Care	\$35,000		\$33,036			\$68,036
3	United Family Services	\$92,730	\$38,310	\$1,432			\$132,472
4	Connecting Futures	\$46,918		\$14,076			\$60,994
5	JCPC Administration	\$7,900					\$7,900
6							\$0
7							\$0
8							\$0
9							\$0
10							\$0
TOTALS:		\$283,078	\$38,310	\$78,703	\$0	\$0	\$400,091

The above plan was derived through a planning process by the Union County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 10-11


Chairperson, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners (Date)



**N.C. Department of Juvenile Justice and Delinquency Prevention
 Juvenile Crime Prevention Council Certification
 Fiscal Year: 2010/2011**

County: Union	Date: 31-Mar-2010
----------------------	--------------------------

CERTIFICATION STANDARDS

STANDARD #1: Membership

- | | |
|---|--------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | Yes
_____ |
| B. Is the membership list attached? | Yes
_____ |
| C. Are members appointed for two year terms and are those terms staggered? | Yes
_____ |
| D. Is membership reflective of social-economic and racial diversity of the community? | Yes
_____ |
| E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.A. 143B-543?
If not, which positions are vacant and why? | Yes
_____ |

STANDARD #2: Organization

- | | |
|---|--------------|
| A. Does the JCPC have written Bylaws? | Yes
_____ |
| B. Bylaws are <input type="checkbox"/> attached or <input checked="" type="checkbox"/> on file (Select one.) | |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | Yes
_____ |
| D. Does the JCPC have written policies and procedures for funding and review? | Yes
_____ |
| E. These policies and procedures <input type="checkbox"/> attached or <input checked="" type="checkbox"/> on file. (Select one.) | |
| F. Does the JCPC have officers and are they elected annually?
JCPC has: <input checked="" type="checkbox"/> Chair; <input checked="" type="checkbox"/> Vice-Chair; <input type="checkbox"/> Secretary; <input type="checkbox"/> Treasurer. | Yes
_____ |

STANDARD #3: Meetings

- | | |
|--|--------------|
| A. JCPC meetings are considered open and public notice of meetings is provided. | Yes
_____ |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | Yes
_____ |
| C. Does the JCPC meet bi-monthly at a minimum? | Yes
_____ |
| D. Are minutes taken at all official meetings? | Yes
_____ |
| E. Are minutes distributed prior to or during subsequent meetings? | Yes
_____ |

STANDARD #4: Planning

- A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? Yes
- B. Is this Annual Plan presented to the Board of County Commissioners and to The Department of Juvenile Justice and Delinquency Prevention? Yes
- C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? Yes

STANDARD #5: Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (RFP, distribution list, and article attached) Yes
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes

Briefly outline the plan for correcting any areas of standards non-compliance.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. Attach Line Item Budget Information and Budget Narrative sheets detailing the expenditure budget. **Must be received by June 30, 2010.**

**JCPC Administrative Funds
SOURCES OF REVENUE**

DJJDP	<u>\$7,900</u>
Local	<u> </u>
Other	<u> </u>
Total	<u>\$7,900</u>

Jimmy H. Benton Sr.
JCPC Chairperson

04/14/10
Date

Chairman, Board of County Commissioners
Date

Secretary or Designee, Department of Juvenile Justice and Delinquency Prevention
Date

24) County Commissioner appointee	Robin Houston Stitt	Paralegal	<input type="checkbox"/>	B	F
25) County Commissioner appointee			<input type="checkbox"/>		

Budget Information Page

Program: JCPC Administration

Fiscal Year: FY2010-11

Number of Months: 12

	Cash	In-Kind	Total
I. Personnel Services	\$ -	\$ -	\$ -
120 Salaries & Wages	_____	_____	\$ -
180 Fringe Benefits	_____	_____	\$ -
190 Professional Services	_____	_____	\$ -
II. Supplies & Materials	\$ 785	\$ -	\$ 785
210 Household & Cleaning	_____	_____	\$ -
220 Food & Provisions	\$ 560	_____	\$ 560
230 Education & Medical	_____	_____	\$ -
240 Construction & Repair	_____	_____	\$ -
250 Vehicle Supplies & Materials	_____	_____	\$ -
260 Office Supplies & Materials	\$ 225	_____	\$ 225
280 Heating & Utility Supplies	_____	_____	\$ -
290 Other Supplies & Materials	_____	_____	\$ -
III. Current Obligations & Services	\$ 7,115	\$ -	\$ 7,115
310 Travel & Transportation	_____	_____	\$ -
320 Communications	_____	_____	\$ -
330 Utilities	_____	_____	\$ -
340 Printing & Binding	_____	_____	\$ -
350 Repairs & Maintenance	_____	_____	\$ -
370 Advertising	\$ 200	_____	\$ 200
380 Data Processing	_____	_____	\$ -
390 Other services	\$ 6,915	_____	\$ 6,915
395 Contingency (Grp. Hm. Only)	_____	_____	\$ -
IV. Fixed Charges & Other Expenses	\$ -	\$ -	\$ -
410 Rental of Real Property	_____	_____	\$ -
430 Equipment Rental	_____	_____	\$ -
440 Services & Maint. Contracts	_____	_____	\$ -
450 Insurance & Bonding	_____	_____	\$ -
490 Other Fixed Charges	_____	_____	\$ -
V. Capital Outlay	\$ -	\$ -	\$ -
510 Office Furniture & Equipment	_____	_____	\$ -
530 Educational Equipment	_____	_____	\$ -
540 Motor Vehicle	_____	_____	\$ -
550 Other Equipment	_____	_____	\$ -
580 Buildings, Structures & Improv.	_____	_____	\$ -
Total	\$ 7,900	\$ -	\$ 7,900

SECTION VI: BUDGET NARRATIVE

Fiscal Year **2010-11**

Provide justification of each line item entry in the Budget Information section. Indicate In-Kind by:

Item #	Justification	Expense	In-Kind?
390	Salary for contracted administrative assistant (10 hrs per week @\$14.00)	\$6,915	<input type="checkbox"/> Yes
370	Advertising for Annual RFP	\$200	<input type="checkbox"/> Yes
260	Office Supplies	\$225	<input type="checkbox"/> Yes
220	Food & Provisions for monthly meetings	\$560	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
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			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
TOTAL		\$7,900	

For each employee list the following information

Job Title	Annual or Hourly Wage	Months of Employment

Contract for Professional Services Template

This Contract for Professional Services is entered into by and between **Union County JCPC**, (*hereinafter referred to as the Agency*), and **Wendy L. Moses**, (*hereinafter referred to as the Contractor*).

The Agency and the Contractor do mutually agree as follows:

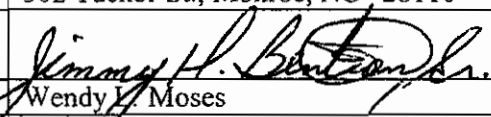
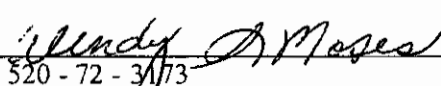
- 1. Term of Agreement.** This agreement shall become effective **March 1, 2009** and shall terminate **June 30, 2009**. This contract may be terminated by either party by providing a thirty days written notice to the other party.

- 2. Payment to Contractor.** Agency and Contractor agrees upon these rates as reimbursed fees: The services will be delivered at the rate of **\$14 per hour** (Indicate type of unit service), not to exceed \$2,240 for the term of this contract. The Contractor must submit a monthly request for reimbursement to the Agency documenting the actual time worked.

- 3. Funding.** All terms and conditions of this Contract are dependent upon and subject to the allocation of funds for the purpose set forth in this Contract, and this Contract shall automatically terminate if funds cease to be available. The terms of the contract are limited to the availability of the JCPC funds which have been allocated for that purpose.

- 4. Taxes.** The Contractor shall be considered an independent Contractor and as such shall be responsible of all taxes.

- 5. Responsibilities of Contractor.** The Contractor hereby agrees to provide the following services in a manner satisfactory to the Agency, within the stated time frames.
 - A. **All administrative duties for Union County JCPC**
 - B. **Will be called upon to administratively support and assist the JCPC chairman in the carrying out of his responsibilities**
 - C. **To assist and work with all members of the Union County JCPC, regional DJJDP and state DJJDP**

Program Administrator or Authorized Agent Name and Title:	Pastor Jimmy H. Bention, Sr.		
(Agency)	Chairman, Union County JCPC		
Mailing Address:	Union County JCPC 302 Tucker St., Monroe, NC 28110		
Signature:		Date:	8-Apr-2009
Contractor Name:	Wendy L. Moses		
(Contractor)			
Mailing Address:	7316 Stonehaven Dr., Waxhaw, NC 28173		
Signature:		Date:	8-Apr-2009
Contractor Social Security Number:	520 - 72 - 3173		

Union County Juvenile Crime Prevention Council

Request for Proposals

\$294,504

30%

February 12, 2010

Anticipated County Allocation

Required Local Match Rate

Date Advertised

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes this Request for Proposals. The JCPC anticipates funds from the Department of Juvenile Justice and Delinquency Prevention (DJJDP) in the amount stated above to fund the program types specified below. Such programs will serve delinquent and at-risk youth for the state fiscal year 2010-2011 beginning on, or after, July 1, 2010. The use of DJJDP funds in this county requires a local match in the amount specified above.

The JCPC will consider proposals for the following needed Programs:

Parent/Family Skill Building	Counseling/Individual,	<u>Program shall indicate how the program will address the County's DMC reduction efforts.</u>
Interpersonal Skill Building	Family, Group	
Restitution and Community Service	Substance Abuse	
Structured Day Program	Counseling	
Mentoring	Residential/Temporary Shelter Care	
	In-Home Counseling	

Union County Juvenile Justice Data from 04 through 09 averages 270 youth referred to DJJDP in Union County per year. An average of 108 youth is placed on supervision each year. The risk data indicates that the majority of the youth referred are first offenders. Of those youth referred to court the majority have no prior adjudications. The data does indicate a slight increase in prior adjudications for F-I Felonies and A1 Misdemeanors. School behavior issues continue to be higher than the State average.

Programs should address the following concerns as reported in the Needs Assessments for Adjudicated Youth:

- Peer Domain: Youth that regularly associate with others that are involved with criminal activity is elevated. There is an increase in gang association or members but under State average.
- Individual Domain: Youth involved with juvenile system have an increase need for mental health and substance abuse assessment and treatment, increase in sexual acting out behavior and victimization.
- Family Domain: Increase in domestic violence, marginal parenting skills and parents/family members involvement with the criminal justice system.
- School Domain: Serious school behavior that results in school suspensions

Applicants are being sought that are able to address the legislatively mandated items below:

1. Program services compatible with research that is shown to be effective with juvenile offenders.
2. Program services are outcome-based.
3. The program has an evaluation component.
4. Program services detect gang participation and divert individuals from gang participation.
5. Programs that can have a demonstrable impact on the following success factors: a. reduce the use of alcohol or controlled substances; b. reduce subsequent complaints; c. reduce violation of terms of community supervision; d. reduce convictions for subsequent offenses; e. fulfill restitution to victims; and f. increase parental accountability.

Local public agencies, 501(c)(3) non-profit corporations and local housing authorities are invited to submit applications (Program Agreements) for programs addressing the above elements. **Non-Profit agencies must provide one copy of proof of non-profit status with the IRS, a most recent audit or financial statement, a list of the Board of Directors, and a conflict of interest policy.** Application forms and other necessary information may be obtained from:

Jim H. Bention, Sr.

at

704-282-0471

JCPC Chairperson or Designee

Telephone #

*******Program Agreement forms may also be downloaded from the DJJDP web-site*******

<http://www.ncdjdp.org/jcpc/forms.html>

NOTE: For further information, technical assistance, or inquiring about grant writing workshops in your area, contact the Dept. of Juvenile Justice and Delinquency Prevention Area Office by calling Dean Vick, DJJDP Area Consultant at 704-788-2941 or dean.vick@djdp.nc.gov

Deadline for Application is: March by 19, 2010 3 P.M.

Mail or deliver DJJDP Office
 applications to: 1192 West Roosevelt Blvd.
Monroe, NC 28110

Number of copies to submit: 27 Telephone: 704-289-4169

Available JCPC Funding

The Union County Juvenile Crime Prevention Council hereby issues a Request for Proposals for the 2010-11 fiscal year. The Department of Juvenile Justice and Delinquency Prevention anticipates that funding in the amount of \$294,504 will be available for programs beginning July 1, 2010. A 30% local match is required. Agencies that deal with delinquent and at-risk youths can apply for funding. The deadline for receipt of funding applications is March 19, 2010 by 3 p.m. February 16, 2010. For more information, visit www.uniondmc.webs.com

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 516

(Central Admin. use only)

SUBJECT: Budget Amendment - Crisis Intervention Program

DEPARTMENT: Social Services

PUBLIC HEARING: No

ATTACHMENT(S):
Funding Authorization for NCDHHS
dated April 19, 2010

INFORMATION CONTACT:
D. Dontae Latson, Director

TELEPHONE NUMBERS:
(704) 296-4301

DEPARTMENT'S RECOMMENDED ACTION: Approve budget amendment to accept one authorization for \$10,000.00 in additional CIP-LIHEAP funds, and increase the expenditures in the Crisis Intervention Program (CIP) budget expenditures line 10-553160-5399-1509 and the CIP budget revenues line 10-453160-4340-1509 by \$10,000.00.

BACKGROUND: The Crisis Intervention - Low Income Home Energy Assistance program is funded by the US Department of Health and Human Services in an annual block grant to the State, which then allocates funds to county social service departments for distribution. The NC Department of Health and Human Services - Social Services Division, on April 19, 2010 allocated \$10,000.00 to Union County. These funds do not require a local match. The Crisis Intervention Program is a 100% federally funded program administered locally by the Union County Department of Social Services. This program assists eligible low income families, individuals with a heating or cooling related crisis, and those in a life or health threatening situation without assistance. Please find attached the CIP-LIHEAP authorization form from the State which reflects the additional allocation in the amount of \$10,000.00

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 \$10,000.00 in additional CIP-LIHEAP funds to be distributed by the Union County Department of Social services.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:



DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: CRISIS INTERVENTION PAYMENT

EFFECTIVE DATE: 07/01/2009

AUTHORIZATION NUMBER: 8

ALLOCATION PERIOD

FROM JUNE 2009 THRU MAY 2010 SERVICE MONTHS

FROM JULY 2009 THRU JUNE 2010 PAYMENT MONTHS

Co. No.	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	556,217	556,217	-	-	556,217	556,217
02	ALEXANDER	141,297	141,297	-	-	141,297	141,297
03	ALLEGHANY	61,285	61,285	10,000	10,000	71,285	71,285
04	ANSON	180,797	180,797	-	-	180,797	180,797
05	ASHE	129,184	129,184	3,000	3,000	132,184	132,184
06	AVERY	76,763	76,763	1,000	1,000	77,763	77,763
07	BEAUFORT	271,331	271,331	10,000	10,000	281,331	281,331
08	BERTIE	176,505	176,505	-	-	176,505	176,505
09	BLADEN	239,997	239,997	30,000	30,000	269,997	269,997
10	BRUNSWICK	358,627	358,627	(195,000)	(195,000)	163,627	163,627
11	BUNCOMBE	1,050,120	1,050,120	100,000	100,000	1,150,120	1,150,120
12	BURKE	382,411	382,411	-	-	382,411	382,411
13	CABARRUS	596,953	596,953	-	-	596,953	596,953
14	CALDWELL	414,735	414,735	75,000	75,000	489,735	489,735
15	CAMDEN	28,346	28,346	-	-	28,346	28,346
16	CARTERET	218,001	218,001	-	-	218,001	218,001
17	CASWELL	143,295	143,295	5,000	5,000	148,295	148,295
18	CATAWBA	675,639	675,639	75,000	75,000	750,639	750,639
19	CHATHAM	186,984	186,984	-	-	186,984	186,984
20	CHEROKEE	130,403	130,403	-	-	130,403	130,403
21	CHOWAN	93,387	93,387	-	-	93,387	93,387
22	CLAY	53,094	53,094	1,000	1,000	54,094	54,094
23	CLEVELAND	629,452	629,452	2,000	2,000	631,452	631,452
24	COLUMBUS	367,600	367,600	(70,000)	(70,000)	297,600	297,600
25	CRAVEN	413,123	413,123	10,000	10,000	423,123	423,123
26	CUMBERLAND	1,586,091	1,586,091	-	-	1,586,091	1,586,091
27	CURRITUCK	71,995	71,995	-	-	71,995	71,995
28	DARE	87,153	87,153	-	-	87,153	87,153
29	DAVIDSON	678,744	678,744	-	-	678,744	678,744
30	DAVIE	121,385	121,385	-	-	121,385	121,385
31	DUPLIN	294,143	294,143	(90,000)	(90,000)	204,143	204,143
32	DURHAM	1,151,271	1,151,271	-	-	1,151,271	1,151,271
33	EDGECOMBE	472,614	472,614	-	-	472,614	472,614
34	FORSYTH	1,315,128	1,315,128	(90,000)	(90,000)	1,225,128	1,225,128
35	FRANKLIN	276,131	276,131	30,000	30,000	306,131	306,131
36	GASTON	907,858	907,858	(195,000)	(195,000)	712,858	712,858
37	GATES	50,205	50,205	-	-	50,205	50,205
38	GRAHAM	52,036	52,036	1,000	1,000	53,036	53,036
39	GRANVILLE	222,460	222,460	3,000	3,000	225,460	225,460
40	GREENE	130,261	130,261	-	-	130,261	130,261
41	GUILFORD	1,970,117	1,970,117	(110,000)	(110,000)	1,860,117	1,860,117
42	HALIFAX	572,373	572,373	-	-	572,373	572,373
43	HARNETT	530,951	530,951	-	-	530,951	530,951
44	HAYWOOD	290,337	290,337	5,000	5,000	295,337	295,337
45	HENDERSON	314,135	314,135	15,000	15,000	329,135	329,135
46	HERTFORD	191,936	191,936	-	-	191,936	191,936
47	Hoke	228,833	228,833	-	-	228,833	228,833

CRISIS INTERVENTION PAYMENT (CIP) cont.

Authorization Number 8

	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	37,583	37,583	9,000	9,000	46,583	46,583
49	IREDELL	485,087	485,087	100,000	100,000	585,087	585,087
50	JACKSON	164,762	164,762	8,000	8,000	172,762	172,762
51	JOHNSTON	657,922	657,922	150,000	150,000	807,922	807,922
52	JONES	51,900	51,900	-	-	51,900	51,900
53	LEE	254,210	254,210	-	-	254,210	254,210
54	LENOIR	412,845	412,845	-	-	412,845	412,845
55	LINCOLN	247,135	247,135	-	-	247,135	247,135
56	MACON	159,645	159,645	-	-	159,645	159,645
57	MADISON	116,851	116,851	5,000	5,000	121,851	121,851
58	MARTIN	149,576	149,576	10,000	10,000	159,576	159,576
59	MCDOWELL	205,273	205,273	50,000	50,000	255,273	255,273
60	MECKLENBURG	3,526,708	3,526,708	-	-	3,526,708	3,526,708
61	MITCHELL	82,344	82,344	2,000	2,000	84,344	84,344
62	MONTGOMERY	156,602	156,602	-	-	156,602	156,602
63	MOORE	262,904	262,904	-	-	262,904	262,904
64	NASH	448,825	448,825	-	-	448,825	448,825
65	NEW HANOVER	737,529	737,529	(110,000)	(110,000)	627,529	627,529
66	NORTHAMPTON	218,152	218,152	200,000	200,000	418,152	418,152
67	ONslow	488,250	488,250	-	-	488,250	488,250
68	ORANGE	421,248	421,248	-	-	421,248	421,248
69	PAMLICO	51,087	51,087	-	-	51,087	51,087
70	PASQUOTANK	214,685	214,685	-	-	214,685	214,685
71	PENDER	189,171	189,171	-	-	189,171	189,171
72	PERQUIMANS	73,370	73,370	-	-	73,370	73,370
73	PERSON	198,411	198,411	-	-	198,411	198,411
74	PITT	867,185	867,185	(47,000)	(47,000)	820,185	820,185
75	POLK	68,373	68,373	-	-	68,373	68,373
76	RANDOLPH	656,563	656,563	-	-	656,563	656,563
77	RICHMOND	328,358	328,358	5,000	5,000	333,358	333,358
78	ROBESON	1,024,036	1,024,036	(195,000)	(195,000)	829,036	829,036
79	ROCKINGHAM	476,023	476,023	10,000	10,000	486,023	486,023
80	ROWAN	574,615	574,615	-	-	574,615	574,615
81	RUTHERFORD	355,657	355,657	-	-	355,657	355,657
82	SAMPSON	354,188	354,188	-	-	354,188	354,188
83	SCOTLAND	308,700	308,700	-	-	308,700	308,700
84	STANLY	250,966	250,966	15,000	15,000	265,966	265,966
85	STOKES	148,626	148,626	-	-	148,626	148,626
86	SURRY	376,192	376,192	-	-	376,192	376,192
87	SWAIN	72,489	72,489	-	-	72,489	72,489
88	TRANSYLVANIA	132,045	132,045	20,000	20,000	152,045	152,045
89	TYRRELL	32,489	32,489	-	-	32,489	32,489
90	UNION	489,151	489,151	10,000	10,000	499,151	499,151
91	VANCE	380,274	380,274	5,000	5,000	385,274	385,274
92	WAKE	2,151,009	2,151,009	-	-	2,151,009	2,151,009
93	WARREN	146,672	146,672	-	-	146,672	146,672
94	WASHINGTON	100,863	100,863	10,000	10,000	110,863	110,863
95	WATAUGA	161,117	161,117	-	-	161,117	161,117
96	WAYNE	579,358	579,358	-	-	579,358	579,358
97	WILKES	341,508	341,508	30,000	30,000	371,508	371,508
98	WILSON	453,903	453,903	70,000	70,000	523,903	523,903
99	YADKIN	157,660	157,660	-	-	157,660	157,660
100	YANCEY	120,471	120,471	15,000	15,000	135,471	135,471
150	Jackson Indian	10,000	10,000	2,000	2,000	12,000	12,000
187	Swain Indian	2,000	2,000	-	-	2,000	2,000
	Total	\$40,224,269	\$40,224,269	\$0	\$0	\$40,224,269	\$40,224,269

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

GRANT INFORMATION: These funds are reallocated CIP Funds from the county's current balance to assist with other counties that have exhausted their current allocation. Funds will be used to alleviate energy crisis.

XS411 Heading: CRISIS

Tracked on XS411: Federal Share 100%

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

AUTHORIZED SIGNATURE

April 19, 2010

Shirley Bradsher

Accepted by: _____
County Director Signature

Date

County Name : _____

Grand Total Allocation

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

BUDGET AMENDMENT

BUDGET DSS REQUESTED BY Dontae Latson
 FISCAL YEAR FY2010 DATE May 03, 2010

INCREASE

DECREASE

<u>Description</u>		<u>Description</u>	
Operating Expenses	10,000		
Federal Revenue	10,000		

Explanation: Appropriate additional funds for the Crisis Intervention Program-LIHEAP funded with federal money

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>	
10553160-5399-1509	Public Assistance	10,000	10453160-4340-1509	Federal Funding	10,000

	Total		Total	
	10,000		10,000	
Prepared By	<u>JLL</u>			
Posted By	_____			
Date	_____		Number	<u>46</u>

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: May 3, 2010

Action Agenda Item No. 5/7
(Central Admin. use only)

SUBJECT: Debt Restructuring

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
Extract of FirstSouthwest Presentation
dated February 15, 2010

INFORMATION CONTACT:
Kai Nelson

Savings/Cost Analysis

TELEPHONE NUMBERS:
704.292.2522

Introduction of Bond Order

Resolution Making Certain Statements
of Fact and Calling the Public Hearing

DEPARTMENT'S RECOMMENDED ACTION: 1) Introduction of the Bond Order and 2)
Adoption of the Resolution Making Certain Statements of Fact and Calling the Public Hearing

BACKGROUND: At the Commission's February 15, 2010, meeting, the Board took action to revise its debt portfolio mix policy (moving to 70%-80% traditional fixed rate and 20%-30% unhedged and hedged variable rate) and authorized County staff to proceed with the restructuring of a portion of the County's debt to achieve the objectives of the revised debt mix policy.

At the February 15 meeting, County staff and FirstSouthwest provided an illustration of the impact of a \$55MM refunding and partial swap termination on the County's debt mix (copy attached). The debt mix following such a transaction (a \$55MM partial refunding of the 2007 Bonds) would place the County's debt mix at 76% fixed and 24% hedged/unhedged; within the range of the revised policy. Additionally, the transaction, based on market conditions in mid-February, could be accomplished without adding additional cost to the County's budget. A complete refunding and full termination would require additional debt service funding at a time when the County's budget is already constrained.

The various refunding scenarios have been updated based on market conditions as of April 15, 2010 (copy attached). Conditions have improved slightly and it now appears that the County could refund as much as \$74MM without additional debt service funding. At \$74MM, the portfolio mix would be 79%/21%. Of course, market conditions are volatile and most likely will be different in June 2010 - either better or worse.

The LGC is scheduled to act on the County's request at their June 1 meeting with pricing to occur June 9 and closing June 23. The LGC's required approval is specific to a County adopted Bond Order (copy attached). If the County adopts a Bond Order which limits the transaction size to \$55MM, then on the day of pricing the County can not refund additional bonds even if the economics are justified. Therefore, the proposed Bond Order and Resolution identifies all of the outstanding 2007 Bonds as potential candidates for refunding with the actual size of the transaction to be determined on the day of pricing based on market conditions, the economics of the transaction (no increase in County's debt service budget) and the Commission's revised debt portfolio mix policy.

Two actions are requested of the Commission. The first action is the Introduction of the Bond Order (only the introduction because it actually gets adopted on May 17 after the public hearing). The second action is the Adoption of the Resolution Making Certain Statements of Fact and Calling the Public Hearing (to be held May 17).

FINANCIAL IMPACT: Rebalance debt portfolio risk with no increase in the debt service budget

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Union County, North Carolina
 Summary of Refunding Analyses
 Market Conditions as of April 15, 2010

Synthetic Fixed Rate Bonds Refunded

	2007ABC GO Bonds
Par Outstanding	\$116,885,000
Final Maturity	3/1/2033
Fixed Swap Rate	3.673%
Variable Swap Receipt	70% of 1M LIBOR
Annual Liquidity Fee	70 bps (AB) 50 bps (C)
Annual Remarketing Fee	8 bps
Basis Risk	9 bps

Traditional Fixed Rate Refunding Results ⁽¹⁾

	1 Full Refunding	2 Partial to 2026	3 Partial to 2024	4 Partial to 2022
	2007ABC GO Bonds ⁽²⁾	2007ABC GO Bonds ⁽²⁾	2007AB GO Bonds ⁽²⁾	2007AB GO Bonds ⁽²⁾
Dated Date	6/23/2010	6/23/2010	6/23/2010	6/23/2010
Refunded Par	\$96,885,000	\$73,840,000	\$64,610,000	\$55,380,000
Maturities Refunded	2011-2031	2011-2026	2011-2024	2011-2022
Swap Termination Payment ⁽³⁾	\$8,689,988	\$6,397,071	\$5,506,226	\$4,615,403
Est. Gross Annual Savings	(169,784)	456	17,197	27,945
NPV Savings as % of Par	(2.36%)	(0.01%)	0.27%	0.48%
NPV Savings as \$ Amount	(\$2,283,338)	(\$4,611)	\$175,685	\$263,361
All-In TIC	4.87%	4.57%	4.52%	4.48%

(1) Full Refunding incorporates a 10-year par call; partial refundings utilize non-callable refunding bonds.

(2) \$20 million unhedged 2007ABC VRDBs are not refunded.

(3) Swap termination payments are Wells Fargo's estimates only and may vary from actual Counterparties' estimates. Values are net of accrued.

Fiscal Year	2007ABC Cash Flow Savings	2007ABC Cash Flow Savings	2007ABC Cash Flow Savings	2007ABC Cash Flow Savings
6/30/2011	(169,709)	328	15,334	29,941
6/30/2012	(167,385)	2,766	16,343	26,932
6/30/2013	(167,098)	1,552	16,128	27,517
6/30/2014	(170,912)	712	16,079	28,058
6/30/2015	(170,773)	(1,898)	19,468	27,197
6/30/2016	(168,564)	2,636	19,413	27,753
6/30/2017	(170,770)	(2,070)	15,907	25,446
6/30/2018	(170,554)	120	19,087	29,616
6/30/2019	(169,665)	2,760	17,726	29,255
6/30/2020	(171,886)	1,565	17,592	29,932
6/30/2021	(170,441)	(242)	17,235	25,774
6/30/2022	(171,996)	(572)	18,145	27,924
6/30/2023	(167,607)	(182)	14,784	
6/30/2024	(171,707)	1,244	17,521	
6/30/2025	(171,113)	(2,164)		
6/30/2026	(168,680)	736		
6/30/2027	(170,322)			
6/30/2028	(170,332)			
6/30/2029	(167,020)			
6/30/2030	(167,396)			
6/30/2031	(171,538)			
Totals	(3,565,467)	7,291	240,761	335,343
Average	(169,784)	456	17,197	27,945

Commissioner _____ introduced the following bond order by reading the title thereof:

**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$110,000,000
GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF UNION, NORTH CAROLINA**

WHEREAS, the County of Union, North Carolina (the "*County*") has issued (1) \$65,365,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2007A, of which \$58,435,000 is currently outstanding; (2) \$39,220,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2007B, of which \$35,065,000 is currently outstanding; and (3) \$26,145,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2007C, of which \$23,385,000 is currently outstanding (collectively, the "*2007 Bonds*");

WHEREAS, the Board of Commissioners of the County of Union, North Carolina (the "*Board of Commissioners*") deems it advisable to refund the 2007 Bonds;

NOW, THEREFORE, BE IT ORDERED by the Board of Commissioners of the County of Union, North Carolina, as follows:

Section 1. The Board of Commissioners deems it advisable to refund all or a portion of the outstanding aggregate principal amount of the 2007 Bonds.

Section 2. To raise the money required to pay the costs of refunding the 2007 Bonds as set forth above, General Obligation Refunding Bonds of the County are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such General Obligation Refunding Bonds authorized by this bond order shall be and not exceed \$110,000,000.

Section 3. A tax sufficient to pay the principal of and interest on said General Obligation Refunding Bonds when due shall be annually levied and collected.

Section 4. A sworn statement of the County's debt has been filed with the Clerk to the Board of Commissioners and is open to public inspection.

Section 5. This bond order is effective on its adoption.

Extract of Minutes of a special meeting of the Board of Commissioner of the County of Union, North Carolina held at the Union County Government Center, First Floor, Board Room, 500 North Main Street, Monroe, North Carolina, at 7:00 p.m. on May 3, 2010.

* * *

The following members were present:

The following members were absent:

Also present:

* * *

Commissioner _____ introduced the following resolution, a summary of which had been provided to each Commissioner, a copy of which was available with the Clerk to the Board of Commissioners and which was read by title:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND CALLING A PUBLIC HEARING

WHEREAS, the Board of Commissioners is considering the issuance of bonds of the County of Union, North Carolina (the "*County*") which shall be for the following purposes and in the following maximum amount:

Not to exceed \$110,000,000 of General Obligation Refunding Bonds to pay the costs of refunding in advance of their maturities(1) \$65,365,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2007A, of which \$58,435,000 is currently outstanding; (2) \$39,220,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2007B, of which \$35,065,000 is currently outstanding; and (3) \$26,145,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2007C, of which \$23,385,000 is currently outstanding.

WHEREAS, certain findings of fact by the Board of Commissioners must be presented to enable the Local Government Commission of the State of North Carolina to make certain determinations as set forth in Article 4 of Chapter 159 of the General Statutes, Section 52.

WHEREAS, a bond order has been introduced related to the above described bonds.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners meeting in open session on the 3rd day of May, 2010, has made the following factual findings in regard to this matter:

A. **Facts Regarding Necessity of Proposed Financing.** The proposed bonds are necessary and expedient to reduce the risks to the County associated with variable rate debt and associated interest rate swap agreements.

B. **Facts Supporting the Amount of Bonds Proposed.** The sums estimated for these bonds are adequate and not excessive for the proposed purpose.

C. **Past Debt Management Policies.** The County's debt management policies have been carried out in compliance with law. The County employs a Finance Director to oversee compliance with applicable laws relating to debt management. The Board of Commissioners requires annual audits of County finances. In connection with these audits, compliance with laws is reviewed. The County is not in default in any of its debt service obligations. The County Attorney reviews all debt-related documents for compliance with laws.

D. **Past Budgetary and Fiscal Management Policies.** The County's budgetary and fiscal management policies have been carried out in compliance with laws. Annual budgets are closely reviewed by the Board of Commissioners before final approval of budget ordinances. Budget amendments changing a function total or between functions are presented to the Board of Commissioners at regular Board of Commissioners meetings. The Finance Director presents financial information to Board of Commissioners which shows budget to actual comparisons annually and otherwise as the County Manager deems necessary or as a member of the Board of Commissioners may request.

E. **Retirement of Debt.** The schedule for issuing the bonds does not require a property tax increase. The schedule for issuance calls for issuing all of the bonds in 2010.

F. **Financing Team.** The Board has previously authorized and directed the County staff to retain the assistance of a financing team related to the proposed issuance of bonds.

G. **Public Hearing.** A public hearing on said bond order shall be held on the 17th day of May, 2010 at the Union County Government Center, First Floor, Board Room, 500 North Main Street, Monroe, North Carolina, at 7:00 p.m. The Clerk to the Board is hereby directed to cause a copy of the bond order to be published with a notice of such hearing in the form prescribed by law in a qualified newspaper no fewer than six days before such public hearing. The County Finance Director is hereby directed to file with the Clerk to the Board before publication of the bond order with the notice of such public hearing, a statement setting forth the debt incurred or to be incurred, the appraised value of property subject to taxation by the County and the net debt of the County.

On motion of Commissioner _____, seconded by Commissioner _____, the foregoing order titled: **"A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND CALLING A PUBLIC HEARING"** was adopted by the following vote:

AYES: _____

NAYS: _____

PASSED, ADOPTED AND APPROVED this 3rd day of May, 2010.

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

I, *Lynn West*, Clerk to the Board of Commissioners of the County of Union, North Carolina," **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND CALLING A PUBLIC HEARING**" adopted by the Board of Commissioners of the County of Union, North Carolina, at a special meeting held on the 3rd day of May, 2010.

WITNESS my hand and the corporate seal of the County of Union, North Carolina, this the 3rd day of May, 2010.

Lynn West
Clerk to the Board

(SEAL)

NOTICE OF PUBLIC HEARING
BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$110,000,000
GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF UNION, NORTH CAROLINA

WHEREAS, the County of Union, North Carolina (the "*County*") has issued (1) \$65,365,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2007A, of which \$58,435,000 is currently outstanding; (2) \$39,220,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2007B, of which \$35,065,000 is currently outstanding; and (3) \$26,145,000 aggregate principal amount of the County's Variable Rate General Obligation Bonds, Series 2007C, of which \$23,385,000 is currently outstanding (collectively, the "*2007 Bonds*");

WHEREAS, the Board of Commissioners of the County of Union, North Carolina (the "*Board of Commissioners*") deems it advisable to refund the 2007 Bonds;

NOW, THEREFORE, BE IT ORDERED by the Board of Commissioners of the County of Union, North Carolina, as follows:

Section 1. The Board of Commissioners deems it advisable to refund all or a portion of the outstanding aggregate principal amount of the 2007 Bonds.

Section 2. To raise the money required to pay the costs of refunding the 2007 Bonds as set forth above, General Obligation Refunding Bonds of the County are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such General Obligation Refunding Bonds authorized by this bond order shall be and not exceed \$110,000,000.

Section 3. A tax sufficient to pay the principal of and interest on said General Obligation Refunding Bonds when due shall be annually levied and collected.

Section 4. A sworn statement of the County's debt has been filed with the Clerk to the Board of Commissioners and is open to public inspection.

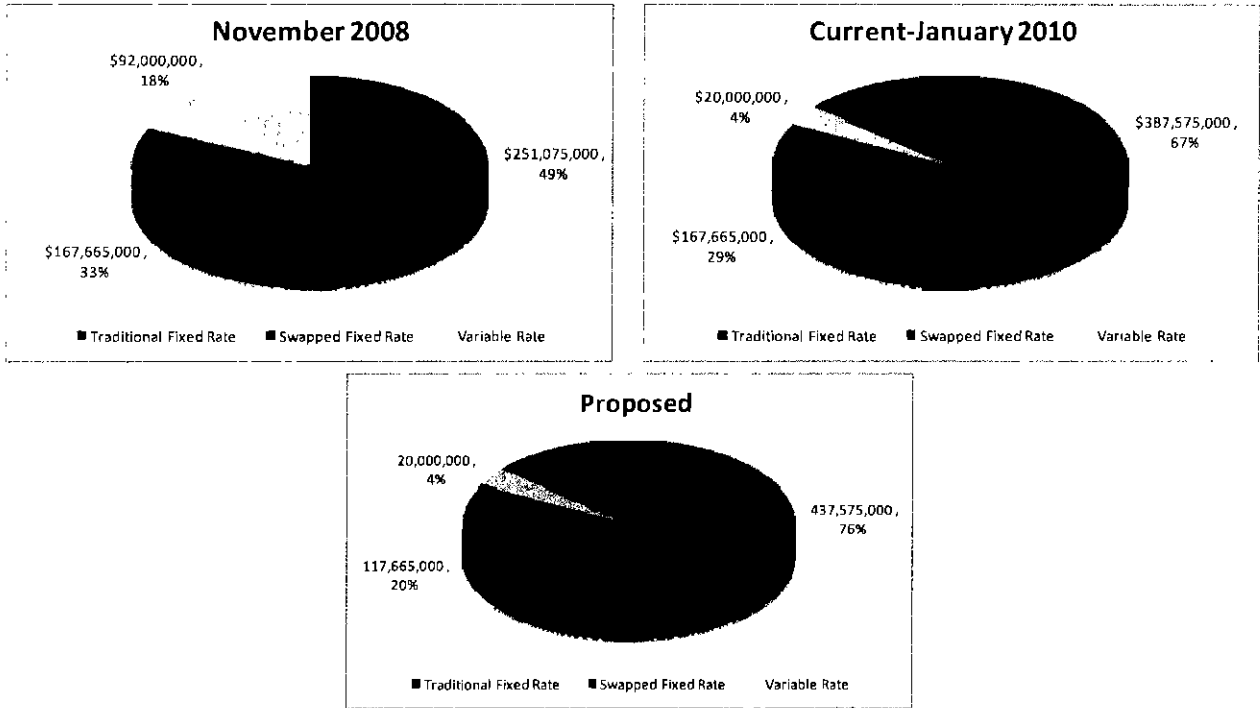
Section 5. This bond order is effective on its adoption.

The foregoing order has been introduced and a sworn statement of debt has been filed under the Local Government Bond Act showing the appraised value of the County of Union, North Carolina to be \$ _____ and the net debt thereof, including the proposed bonds to be \$ _____. A tax will be levied to pay the principal of and interest on the bonds if they are issued. Anyone who wishes to be heard on the questions of the validity of the bond order and the advisability of issuing the bonds may appear at a public hearing or an adjournment thereof to be held in the Union County Government Center, First Floor, Board Room, 500 North Main Street, Monroe, North Carolina, at 7:00 p.m. on the 17th day of May, 2010.

/s/ Lynn West _____
Clerk to the Board of Commissioners
County of Union, North Carolina

Current and Recommended Debt Mix-GO Bonds / COPS

	Fixed Rate	Swapped Variable	Variable
Historical Levels	50%-70%	25%-45%	15-25%
Current Recommended	70%-80%		20%-30%



- The proposed scenario assumes approximately \$55,000,000 of GO Series 2007ABC Bonds are restructured as fixed rate
- Incremental approach to a more conservative debt mix in line with previous rating agency discussions.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: May 3, 2010

Action Agenda Item No. 5/8
(Central Admin. use only)

SUBJECT: Transfer of Real Estate Parcels to UC Board of Education

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
General Warranty Deed

INFORMATION CONTACT:
Kai Nelson

TELEPHONE NUMBERS:
704.292.2522

DEPARTMENT'S RECOMMENDED ACTION: Authorize County Manager to approve North Carolina General Warranty Deed conveying fee simple interest in various real estate parcels to Union County Board of Education

BACKGROUND: School Boards are not eligible for a refund of State sales and use taxes. Counties are eligible to claim those refunds. In order to reduce the County's costs in connection with school capital construction projects, UCPS and the County entered into an Agency Agreement in 2006, subsequently modified in 2007, whereby title to real estate involving UCPS construction projects are transferred to the County and construction contracts and payments are made by UCPS as agent for the County. Under this arrangement, the County is able to claim the refunds and upon receipt, credits those refunds to the school capital improvement program and/or debt service payments. For the most recent year, the County was able to credit UCPS with almost \$1.2 million in State sales and use taxes.

Pursuant to the terms of the Agreement, upon request by the School Board, the County shall transfer to the School Board by deed any real property deeded to the County.

The attached General Warranty Deed reflects the completion of Cuthbertson Middle and High School. The Cuthbertson parcel being transferred to UCPS is the single parcel of 215.2 acres which contemplates the siting of 2 elementary schools and the completed middle and high school. Additionally, the property acquired at the intersection of Indian Trail/Fairview Road for the construction of Middle and High School D is being deeded to UC BOE although no facility construction at the site has occurred.

The transfer of real estate parcels occurs to both entities. In this particular case, these transfers

represent the County transferring the properties back to UCPS. In other cases, UCPS transfers the properties to the County in advance of the construction so that the County can claim the refund. After the claim has been filed, the properties are transferred back.

FINANCIAL IMPACT: NA

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Excise Tax \$0.00

Recording Time, Book and Page

Tax Parcel Nos. MS/HS - D (07036005-J80, J91, J92, J93) and Cuthbertson MS/HS (06159010A)

Verified by _____ County on the ____ day of _____ 2010
by

Mail after recording to: Grantee

This instrument was prepared by Richard Schwartz, Schwartz and Shaw, PLLC

Brief Description for the index

MS/HS-D and Cuthbertson MS/HS

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this ____ day of March 2010 by and between

GRANTOR

Union County
500 North Main Street, Room 925
Monroe, NC 28112

GRANTEE

Union County Board of Education
C/O Donald S. Hughes
Exec. Director of Facilities
116 N. Main St.
Monroe, NC 28112

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, a feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Union County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in See Exhibit A
A map showing the above described property is recorded in N/A.

The property conveyed herein does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

- Real estate taxes for 2010 and subsequent years.
- All other valid and enforceable easements and restrictions of record.
- Matters that would be disclosed by a current and accurate survey of the property.
- Mechanic's or materialman's liens (whether recorded or unrecorded).

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board, the day and year first above written.

Union County (SEAL)

By: _____ (SEAL)

Its: _____

NORTH CAROLINA, UNION COUNTY

Seal-Stamp

NORTH CAROLINA, _____ County.

I, _____, _____ (Official title of officer taking acknowledgment), certify that _____ personally came before me this day and acknowledged that he (or she) is _____ (Title of official) of Union County, and that he/she, as _____ (Title of official), being authorized to do so, executed the foregoing on behalf of the Union County.

Use Black Ink

Witness my hand and official stamp or seal, this ____ day of _____, _____.

(Signature of officer taking acknowledgment)

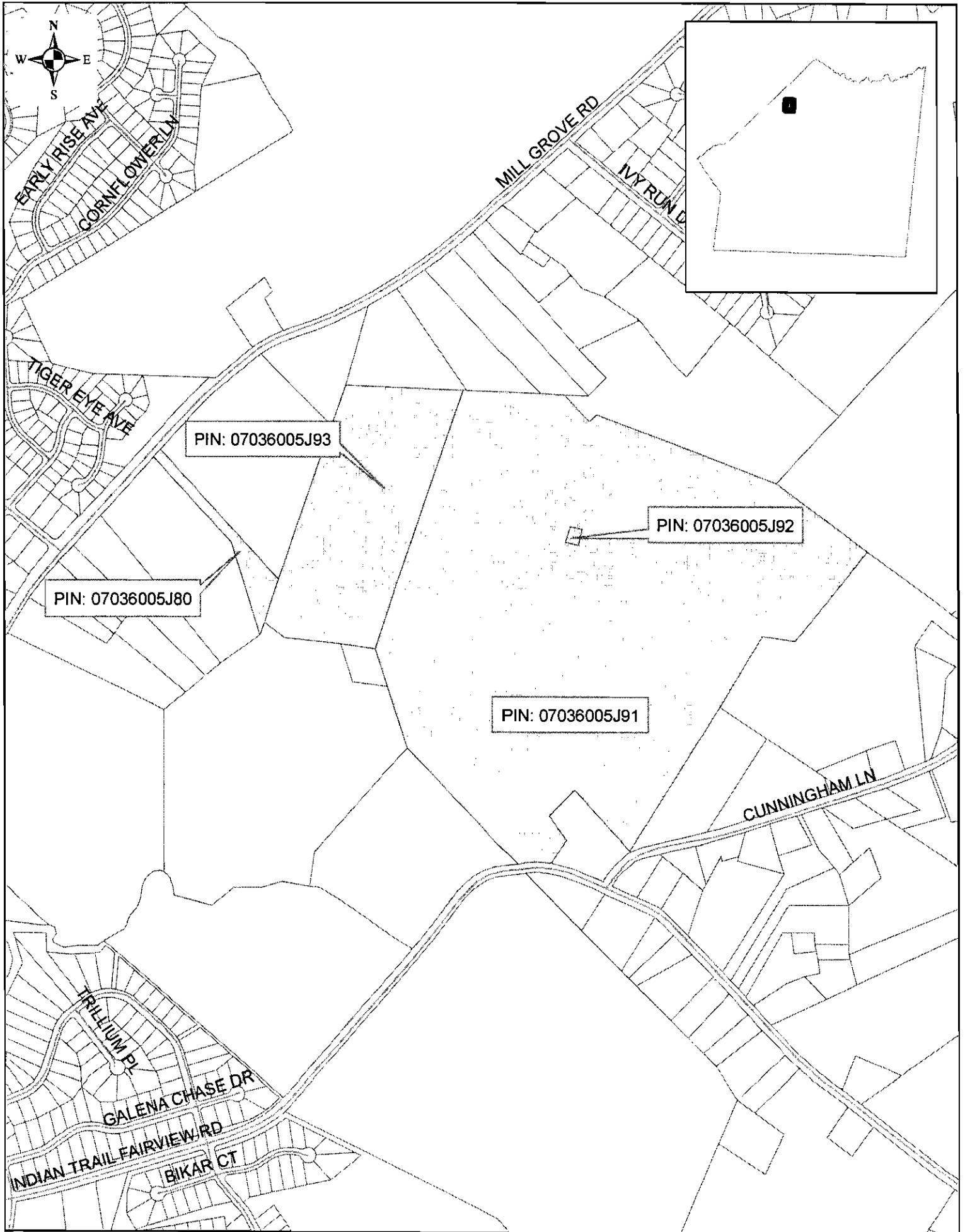
(Official seal, if officer taking acknowledgment has one.)

My Commission expires: _____ Notary Public

EXHIBIT A
[Legal Description]

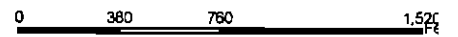
The following properties located in Union County:

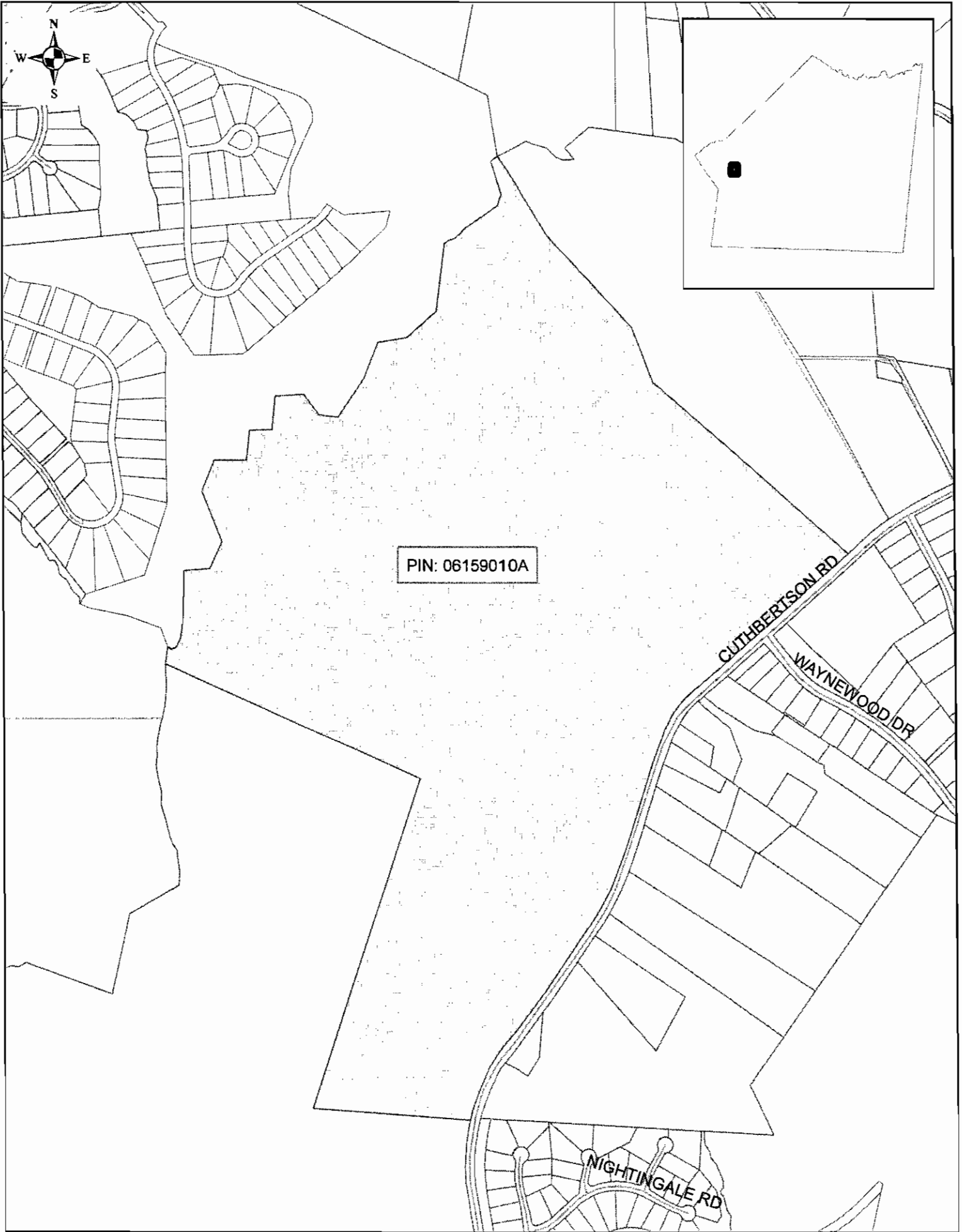
Site	Address	Id#	Approximate Acreage
MS/HS - D	6813/6815 Indian Trail-Fairview Rd.	07036005-J80, J91, J92, J93	141.606
Cuthbertson MS/HS	1400/1520 Cuthbertson Rd.	06159010A	215.2



This map was created on 3/22/2010 by the UCPS Planning and Construction Department.

MS/HS 'D' Site





PIN: 06159010A

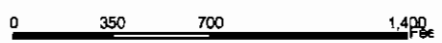
CUTHBERTSON RD

WAYNEWOOD DR

NIGHTINGALE RD

This map was created on 3/22/2010 by the UCPS Planning and Construction Department.

Cuthbertson Site



**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: May 3, 2010

Action Agenda Item No. 5/10
(Central Admin. use only)

SUBJECT: Resolution to Revise the Regular Meeting Schedule of the Board of Commissioners for 2010 to Change the Location of the Regular Work Sessions to the Personnel Training Room

DEPARTMENT: Board of Commissioners

PUBLIC HEARING: No

ATTACHMENT(S):
Draft Resolution to Revise the Regular Meeting Schedule of the Board of Commissioners for 2010

INFORMATION CONTACT:
Al Greene, County Manager

TELEPHONE NUMBERS:
704-283-3500

DEPARTMENT'S RECOMMENDED ACTION: Adopt Resolution to revise the Regular Meeting Schedule of the Board of Commissioners for 2010 to Change the Location of the Regular Work Sessions to the Personnel Training Room, Room 131, first floor, Union County Government Center, beginning with the regular work session of Wednesday, July 14, 2010.

BACKGROUND: On January 19, 2010, the Board of Commissioners adopted a resolution to adopt the Regular Meeting Schedule of the Board for 2010 that designated the time for the regular work sessions to be 9:00 a.m. and the location of the regular work sessions as the Commissioners' Conference Room, first floor, Union County Government Center. Because of the technology capabilities in the Personnel Training Room, which are not available in the Board's First Floor Conference Room, the Board has been holding its regular work sessions in the Personnel Training Room. It has been necessary for the Board to convene its regular work sessions in the First Floor Conference Room and recess the meetings to reconvene in the Personnel Training Room.

The proposed resolution revises the Board's regular meeting schedule for 2010 to change the location of the regular work sessions from the first floor Conference Room to the Personnel Training Room. With the adoption of the proposed resolution, beginning with the July 14, 2010, regular work session, it would no longer be necessary for the Board to convene the regular work sessions in the Conference Room and recess and reconvene the meeting to the Personnel Training Room.

RESOLUTION OF THE UNION COUNTY BOARD OF COMMISSIONERS
REVISING ITS REGULAR MEETING SCHEDULE FOR 2010

WHEREAS, the Union County Board of Commissioners has heretofore established its regular meeting schedule for 2010 by resolution dated January 19, 2010; and

WHEREAS, the resolution of January 19, 2010, determined the meeting times and place for its regular work sessions scheduled for the second Wednesday of each month at 9:00 a.m. in the Board's Conference Room, first floor, Union County Government Center; and.

WHEREAS, the Board desires to amend its regular meeting schedule for 2010 by changing the location of its regular work sessions to the Personnel Training Room, Room 131, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina.

NOW, THEREFORE, be it resolved by the Union County Board of Commissioners as follows:

The Board does hereby revise its regular meeting schedule to change the location of the following regular work sessions for the remainder of 2010 to the Personnel Training Room, Room 131, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, beginning with the regular work session of Wednesday, July 14, 2010.

July:

Wednesday, July 14 - Work Session

August:

Wednesday, August 11 - Work Session

September:

Wednesday, September 8 - Work Session

October:

Wednesday, October 13 - Work Session

November:

Wednesday, November 10 - Work Session

December:

Wednesday, December 8 - Work Session

Except as herein amended, the regular meeting schedule of the Union County Board of Commissioners for 2010 shall remain in full force and effect.

Adopted this the 3rd day of May, 2010.

ATTEST:

Lynn G. West, Clerk to the Board

Kim Rogers, Chairwoman

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 3 May, 2010

Action Agenda Item No. 5/11
(Central Admin. use only)

SUBJECT: Dodge City Water Project Grant Policies

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

ATTACHMENT(S):
Proposed Program Implementation
Manual

INFORMATION CONTACT:
Matthew Delk, Assistant Manager
Scott Huneycutt, Assistant UCPW
Director
Jeff Crook, Staff Attorney

TELEPHONE NUMBERS:
Delk, 704-283-3656
Huneycutt, 704-296-4211
Crook, 704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Approve the documents contained in the Program Implementation Manual pertaining to the Dodge City Water Project.

BACKGROUND: During the September 30, 2009 Board of Commissioners meeting, the Board approved various documents required by Federal and State regulations in order to apply for a Community Development Block Grant for the Dodge City Water Project. Among other documents required for the application, the Board approved a Citizen Participation Plan and Complaint Procedure specific to this grant. You may also recall that staff identified the need to develop a detailed set of documents with State officials that require Board approval in order to properly administer these Federal funds.

Now that the Grant has formally been awarded, the Centralina Council of Governments and County staff have identified and prepared 18 additional documents that the Board needs to consider and approve for the grant. We were able to include one document that was previously approved, to make a total of 19 distinct documents. These documents have been compiled into a Program Implementation Manual, which is attached. The individual documents included in the Manual are as follows:

1. Program Implementation Manual Resolution – This Resolution lists all of the documents in the manual (all of those below), states that the policies, plans, and other items are approved, and states that these items are specific to the Dodge City Grant.

2. Equal Employment and Procurement Plan – This Plan describes that Union County maintains a policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, or political affiliation, and describes basic aspects of our EEO plan.
3. Section 3 Plan – This Plan describes how Union County will comply with Section 3 of the Housing and Urban Development Act. Section 3 requires that we ensure that job training, employment, and contract opportunities for eligible citizens and businesses are provided with the expenditure of these funds.
4. Plan to Further Fair Housing – This Plan describes the challenges and strategies that the County will pursue during the administration of this grant to affirmatively further fair housing in the community.
5. Summary of ADA Compliance – This Summary describes our compliance with various provisions of the Americans with Disabilities Act.
6. Performance Based Contract – This document is a contract between Union County and the Department of Commerce – Division of Community Assistance that lists goals to be accomplished during each 3- month quarter of the grant period.
7. Citizens Participation Plan and Complaint Procedure – This plan and procedure are included in a Resolution that was adopted by the Board during the September 20, 2009 meeting, and is included in the manual for reference.
8. Residential Anti-Displacement and Relocation Assistance Plan – This Plan states that we will replace any low to moderate income housing units that we destroy. We are not planning to do any activities that would require us to make such a replacement.
9. Amendment Condition Certification Statement – This Certification states that we will follow the Department of Commerce – Division of Community Assistance procedures for project amendments.
10. Code of Conduct – This document states that no County official will participate in a decision regarding the administration of the grant if that official has a conflict of interest.
11. Signatory Form Resolution – This Resolution authorizes the Finance Director and designees to sign fund requisition documents.
12. ADA Grievance Procedure – This procedure establishes a process where affected citizens may present a grievance regarding aspects of a County facility or activity that would be covered by the Americans with Disabilities Act.
13. Administration Contract Certification Statement – This statement certifies that we will not expend funds for activities other than administration until a copy of our administrative services contract is submitted to the Division of Community Assistance.
14. Debarment Certification Statement – This statement certifies that we are eligible to proceed with the grant.

15. Environmental Condition Certification Statement – This statement certifies that we will not expend funds for activities other than administration until we have complied with all environmental review procedures specific to the grant.

16. Floodplain Condition Certification Statement – This statement certifies that the project area is not within a floodplain.

17. Project Budget Ordinance – This Ordinance establishes the \$225,434 Budget for the Dodge City Water Grant Project.

18. Performance Based Contract Certification Statement – This statement certifies that we will not expend funds for activities other than administration until we return a signed copy of the Performance Based Contract to the Division of Community Assistance.

19. Use of Experienced CDBG Administrator – This statement certifies that we have designated the Centralina Council of Governments to administer this project.

Due to the enormous complexity of administering Federal Grants, it will not be unusual or unexpected for another policy, procedure, resolution, or process to come before the Board at some point in the future as we proceed with the administration of the grant. The above documents are specific to this grant.

FINANCIAL IMPACT: Any expenditures required by the above documents will be contained within the \$225,434 project budget for the grant.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**UNION COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
DODGE CITY INFRASTRUCTURE – WATER LINE PROJECT
-PROGRAM IMPLEMENTATION MANUAL-**

- SECTION 1. PROGRAM IMPLEMENTATION MANUAL RESOLUTION**
- SECTION 2. EQUAL EMPLOYMENT AND PROCUREMENT PLAN**
- SECTION 3. SECTION 3 PLAN**
- SECTION 4. FAIR HOUSING PLAN**
- SECTION 5. SUMMARY OF ADA COMPLIANCE**
- SECTION 6. PERFORMANCE BASED CONTRACT**
- SECTION 7. RESOLUTION ESTABLISHING A CITIZENS PARTICIPATION PLAN AND COMPLAINT PROCEDURE (PREVIOUSLY ADOPTED SEPTEMBER 30, 2009)**
- SECTION 8. RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN**
- SECTION 9. AMENDMENT CONDITION CERTIFICATION STATEMENT**
- SECTION 10. CODE OF CONDUCT POLICY**
- SECTION 11. SIGNATORY FORM RESOLUTION**
- SECTION 12. ADA GRIEVANCE PROCEDURE**
- SECTION 13. ADMINISTRATION CONTRACT CERTIFICATION STATEMENT**
- SECTION 14. DEBARMENT CERTIFICATION STATEMENT**
- SECTION 15. ENVIRONMENTAL CONDITION CERTIFICATION STATEMENT**
- SECTION 16. FLOODPLAIN CONDITION CERTIFICATION STATEMENT**
- SECTION 17. PROJECT BUDGET ORDINANCE**
- SECTION 18. PERFORMANCE BASED CONTRACT CERTIFICATION STATEMENT**
- SECTION 19. USE OF EXPERIENCED CDBG ADMINISTRATOR**

Section 1

**UNION COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
INFRASTRUCTURE - WATER LINE PROGRAM CDBG # 09-C-2019
PROGRAM IMPLEMENTATION MANUAL RESOLUTION**

A Resolution Authorizing the Adoption of the Program Implementation Manual for the Union County Community Development Program.

Be it Resolved by the Union County, Board of Commissioners, that:

WHEREAS, the County is participating in the Community Development Block Grant Program under the Housing and Community Development Act of 1974 as amended, administered by the North Carolina Department of Commerce; and

WHEREAS, the following policies, plans, and documents are required for the Infrastructure - Water Line Program grant:

- Equal Employment and Procurement Plan
- Section 3 Plan
- Fair Housing Plan
- Summary of ADA/504 Compliance Statement
- Performance Based Contract "Implementation Schedule"
- Resolution Establishing A Citizens Participation Plan and Complaint Procedure
- Residential Anti-Displacement and Relocation Assistance Plan
- Amendment Condition Certification Statement
- Code of Conduct Policy
- Signatory Form Resolution
- ADA Grievance Procedure
- Administration Contract Certification Statement
- Debarment Certification Statement
- Environmental Condition Certification Statement
- Floodplain Condition Certification Statement
- Project Budget Ordinance
- Performance Based Contract Certification Statement
- Use of Experienced CDBG Administrator Certification Statement

THEREFORE BE IT RESOLVED, that the Union County Board of Commissioners, hereby adopts the Program Implementation Manual to be used throughout the implementation of the Union County Community Development Program, and approves the polices and plans specific to the grant.

Kim Rogers, Chairwoman
Name and Title of Certifying Official

Signature of Certifying Official

Adopted this _____ day of _____ 2010.

Attested: _____
Lynn West, Clerk

Section 2

**UNION COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
INFRASTRUCTURE - WATER LINE PROGRAM
GRANT # 09-C-2019
EQUAL EMPLOYMENT and PROCUREMENT PLAN**

Union County maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy the County prohibits any retaliatory action of any kind taken by any employee of the County against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The County shall strive for greater utilization of all persons by identifying previously under utilized groups in the work force, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development, and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and Affirmative Action measures is hereby assigned to the Personnel Director and/or other persons designated by the County Commission to assist in the implementation of this policy statement.

The County shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the County Commission as requested.

The County is committed to this policy and is aware with its implementation; the County will receive positive benefits through the greater utilization and development of all its human resources.

Kim Rogers, Chairwoman
Name and Title of Certifying Official

Signature of Certifying Official

Date

Adopted this _____ day of _____ 2010

Attested: _____

Section 3

UNION COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT INFRASTRUCTURE - WATER LINE PROGRAM GRANT # 09-C-2019

SECTION 3 PLAN

LOCAL ECONOMIC BENEFIT FOR LOW AND VERY-LOW INCOME PERSONS

To insure that to the greatest extent possible contracts for work are awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, the Union County has developed and hereby adopts the following Section 3 Plan:

1. This Section 3 Plan shall apply to services needed in connection with the grant including but not limited to businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.
2. This Section 3 covered project area for the purpose of this grant program shall include Union County and portions of adjacent counties.
3. When in need of a service, the County will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories, and Small Business Administration Local offices: Word of mouth recommendation shall also be used as a source.
4. The County will include this Section 3 clause in all contracts executed under this CDBG program. Where deemed necessary, listings from any agency noted in No. 3 above shall be included as well as sources of subcontracts and suppliers.
5. The prime contractor selected for major public works facility or public construction work (in excess of \$100,000) will be required to submit a section 3 Plan, which will outline his/her needs in connection with the project. Should a need exist to hire any additional personnel, the Union County Employment Security Commission shall be notified and referred to the contractor.
6. Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$50,000 shall be required to submit a Section 3 Plan. This plan will be maintained on file in the grant office and shall be updated as the grant staff deems necessary.
7. All jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; all contracts will be listed with the North Carolina Division of Purchases and Contracts; potential employees and businesses may seek development and training assistance through various state and local agencies, and the County will maintain a list for individuals and business concerns inquiring.
8. Early in our project, prior to any contracting, major purchases or hiring, the County will develop a listing of jobs, supplies and contracts likely to be utilized during the project. The

County will then advertise in the local newspaper an ad prominently located as a display ad with the pertinent information regarding the project, including all Section 3 required information.

Kim Rogers, Chairwoman
Name and Title of Certifying Official

Signature of Certifying Official

Date

Adopted this ____ day of _____ 2010

Attested: _____

**UNION COUNTY
INFRASTRUCTURE - WATER LINE PROGRAM
Grant # 09-C-2019
Plan to Further Fair Housing
2010 1st Quarter**

Union County

Recipient

500 North Main Street, Monroe, NC 28112

Recipient's Address

Scott Hunevutt, PE

(704) 296-4211

Contact Person/Fair Housing Official designated for this Grant

Telephone Number

- I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.

First Time _____ Past Activities X

- II. Identify and analyze obstacles to affirmatively furthering fair housing in recipient's community. (Use additional pages as necessary.)

- a) **Lack of knowledge of fair housing law and, specifically, Title VII information; i.e. what is covered, what is not, and what can be done to resolve issues.**
- b) **Educating the public that they can make inquiries and/or complaints concerning possible housing discrimination to the Union County Fair Housing Officer.**
- c) **Lack of viable choices in rental and home ownership opportunities for LMI individuals and households.**
- d) **Deficiency of existing and new construction of affordable single-family and multi-family dwelling units.**
- e) **Limited staff and financial resources to conduct educational forums on Fair Housing. Local efforts are limited to complaint/inquiry response and making appropriate referrals.**

- III. Briefly describe the activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule for implementation of these activities must be included. Activities must be scheduled for implementation at least on a quarterly basis. (Use additional pages as necessary.)

First Quarter (January, February, March) 2010

Request fair housing pamphlets and posters from the North Carolina Human Relations Commission and the Department of Housing and Urban Development.

Second Quarter (April, May, June) 2010

Distribute pamphlets and posters to local libraries, Chambers of Commerce, and County Offices.

Third Quarter (July, August, September) 2010

Field inquiries concerning housing discrimination questions, and make referrals as needed to the Union County Human Relations Commission.

Fourth Quarter (October, November, December) 2010

Run Fair Housing ad in November

- i) **Include complaint procedure**
- ii) **Include State TDD Number (1-800-735-2962) with all advertisements.**

- IV. Will the above activities apply to the total municipality or county?

Yes X

No ___ If no, provide explanation.

- V. Describe recipient's method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures. (Use additional pages as necessary.)

Citizens of Union will have information on how to contact the County's Fair Housing Officer with a discrimination complaint via newspaper ads, pamphlet circulation, the planned phone listing, and various other activities that will be coordinated as much as possible with Union County and the North Carolina Human Relations Commission's ongoing activities. The County will respond to any complaints within 10 business days.

If housing discrimination complaints cannot be resolved locally they will be referred to the North Carolina Human Relations Commission for investigation, consideration, and resolution.

Kim Rogers, Chairwoman
Name and Title of Certifying Official

Signature of Certifying Official

Date

Adopted this ____ day of _____ 2010

Attested: _____

Section 5

SUMMARY OF ADA/504 COMPLIANCE

Union County has completed an Americans with Disabilities Act (ADA) study of all County owned facilities to ensure accessibility. This study included a list of modifications for each building.

Union County has also adopted a "Grievance Procedure" for ADA Compliance. The Grievance Procedure provides disabled individuals with legal protection from discrimination in a broad range of public sector activities including local government programs and services.

Union County is continuing its efforts to identify and remove barriers, which impede disabled individuals from participating in County activities, programs, services and employment, through the periodic review of anti-discrimination practices, physical barrier removal activities, communication, and Grievance Procedures.

Kim Rogers, Chairwoman
Name and Title of Certifying Official

Signature of Certifying Official

Date

Adopted this ____ day of _____ 2010

Attested: _____

First quarter begins on the date of DCA Director's signature on the Grant Agreement and Funding Approval.

List goals to be accomplished each Quarter.

	1/10		1/11			1/12				
	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	5 th Quarter	6th Quarter	7th Quarter	8th Quarter	9th Quarter	10th Quarter
	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed
	Description	Description	Description	Description	Description	Description	Description	Description	Description	Description
I. Administrative Activities	100%									
a. Grant Agreement/Funding Approval										
b. Environmental Condition	100%									
c. Citizen Participation Condition	100%									
d. Flood Plain Compliance Condition	100%									
e. Other Conditions	100%									

First quarter begins on the date of DCA Director's signature on the Grant Agreement and Funding Approval.

List goals to be accomplished each Quarter. Activities should correspond to those on the Budget and National Objective Part A Benefit: Low and Moderate Income forms in application approved for funding.

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	5th Quarter	6th Quarter	7th Quarter	8th Quarter	9th Quarter	10th Quarter
	% Units	% Units	% Units	% Units	% Units	% Units	% Units	% Units		
2. Housing Activities										
a. Relocation										
b. Acquisition										
c. Disposition										
d. Clearance										
e. Rehabilitation of Privately owned dwellings (Includes any on-site installations; e.g., septic tanks, wells) Historic Preservation										
f. Units Constructed										
g. Units Occupied										

S:PROGDEV:CR:PFMBASE

8. Signature of Authorized Local Official

Name (Kim Rogers)

Chairperson

Title

Date

9. Signature of Authorized DCA Official

Name Gloria Nance-Sims

Director, Division of Community Assistance
Title

Date

**RESOLUTION ESTABLISHING
A CITIZENS PARTICIPATION PLAN AND COMPLAINT PROCEDURE
FOR THE UNION COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
DODGE CITY WATER PROJECT**

WHEREAS, Union County was invited to apply for a Small Cities Community Development Block Grant ("CDBG") for funding to expand public water service to the Dodge City Community; and

WHEREAS, Section .1002 of North Carolina Community Development Block Grant Program Regulations (4 NCAC 19L) mandates that each grant recipient shall provide citizens with an adequate opportunity for meaningful involvement on a continuing basis for participation in the planning, implementation and assessment of the Community Development Block Grant Program; and

WHEREAS, Union County held two public hearings related to the Dodge City CDBG project, and Union County staff met and communicated with citizens about the proposed project; and

WHEREAS, Union County supports transparent government that complies with Federal and State laws relating to freedom of information.

NOW, THEREFORE, BE IT RESOLVED that the Union County Board of Commissioners do hereby adopt the following Citizen Participation Plan and Complaint Procedure for its Community Development Block Grant Program ("Community Development Program") as a matter of policy.

I. Public Hearings: The County Board of Commissioners shall hold public hearings in accordance with the Department of Commerce regulations. The Board will schedule public hearings to obtain citizens' views and to respond to citizen proposals at times and locations which permit broad participation, particularly by low- and moderate-income persons, members of minority groups, potential or actual beneficiaries, handicapped persons, and residents of blighted neighborhoods and project areas. At a minimum, hearings shall be held as follows:

- A. Prior to submission of any program amendments.
- B. Prior to grant close-out
- C. Prior to submission of any future CDBG applications

Accommodations will be made for persons attending hearings with disabilities. No public hearing will be held without first a public notice being published in the non-legal section of a newspaper having general circulation within Union County. The notice will be published at least 10 days but no more than 25 days prior to the date of the hearing.

At a minimum, the notice shall indicate the date, time, place and procedures of the hearing and the topics to be considered. The County shall also provide notice of hearings through other means.

2. **Staff Responsiveness**: The County Board of Commissioners hereby direct County Staff and anyone responsible for this application to make all reasonable efforts to respond to citizen's communications relating to the Community Development Program in a responsive and courteous manner. County Staff shall also comply with reasonable requests for meetings with citizens interested in the project.
3. **Submission and Consideration of Views and Proposals**: The County encourages and shall solicit the submission of views, proposals, and comments regarding the Community Development Program by citizens and citizen groups, particularly low-and-moderate income persons, members of minority groups, residents of blighted areas where activities are proposed, and affected neighborhoods. This includes submission of such views:
 - A. Directly to the County during the program planning period; during the implementation of the Community Development Program; or prior to submission of any other CDBG application or program amendment;
 - B. At public meetings held throughout the County;
 - C. Directly to the North Carolina Department of Commerce.

The County Manager shall provide timely responses to all comments submitted pursuant to the process described herein, including written responses to written comments stating the reasons for the action taken by the County on the proposal.

Written responses to written comments shall be provided within ten (10) calendar days of submission, when practicable. The County shall continue to solicit and respond to citizen comments regarding the implementation of the Community Development Program until such time as the grant program is closed.

4. **Consideration of Objection to Future Applications or Amendments to the Community Development Program**: Persons wishing to object to approval of a block grant application or to approval of an amendment to the Community Development Program may make such objections in writing to:

North Carolina Department of Commerce
Division of Community Assistance (DCA)
CDBG Program
4313 Mail Service Center
Raleigh, NC 27699-4313

DCA will consider written objections made only on the following grounds:

- A. The County's description of needs and objectives is plainly inconsistent with available facts and data; or
- B. The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the County; or
- C. The application does not comply with applicable laws and regulations.

Such objections shall include both an identification of the requirements not met and, in the case of objections made on the grounds that the description of needs and objectives is plainly inconsistent with available facts and data, the facts and data upon which the person(s) objections are relying.

5. **Complaints**: All complaints concerning the Community Development Program should be addressed to:

Union County Manager
500 N. Main Street
Monroe, NC 28112

The County will provide written responses to written complaints within ten (10) calendar days of receipt of the complaint. If a citizen lodging a complaint is dissatisfied with the County's response, then that person may direct the complaint to the North Carolina Division of Community Assistance. For further information or clarification on this complaint procedure, persons may call (704) 283-3810. This complaint procedure shall be applicable through the life of the Community Development Block Grant and shall be available to the general public.

At any time, persons may submit written comments to the North Carolina Division of Community Assistance concerning the County's failure to comply with the requirements of Subchapter 19L of Title 4 of the North Carolina Administrative Code (regulations governing the North Carolina Community Development Block Grant Program).

6. **Records**: All records of public hearings, citizens' comments, responses to comments and other documents and papers relevant to the Community Development Block Grant Program, including but not limited to, records relating to the County's proposed and actual use of CDBG funds, shall be kept in accordance with Section .0911 of 4 NCAC 19L. All Community Development Program records that are public and not confidential under North Carolina's Public Records laws shall be made accessible in a reasonable and timely fashion to interested individuals and groups upon request during Union County's normal working hours, and shall be maintained at all times at the offices of the Union County Government.
7. **Non-English Speaking Persons**: Upon request, Union County will use its best efforts to accommodate the needs of non-English speaking persons (i.e. providing translation of information and/or translation services at hearings). If Union County staff reasonably expects that a significant number of non-English speaking residents will participate in a CDBG public hearing, County staff will arrange for translation services.

8. **Technical Assistance:** Union County will provide technical assistance to facilitate citizen participation, where specifically requested and appropriate. This technical assistance shall be provided to groups of persons of low-and moderate-income that request such assistance in developing proposals. The level and type of technical assistance shall be determined by the County.

Adopted this 30th day of September, 2009.

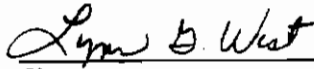
Larry Openshaw, Chairman


Signature

SEAL

ATTEST:

Lynn West, Clerk to the Board of Union County Commissioners


Signature

Section 8

UNION COUNTY
CDBG Dodge City Infrastructure Water Line Program
Grant # 09-C-2019
Residential Anti-displacement and Relocation Assistance Plan

Union County will replace all occupied and vacant occupiable low-moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606(b)(1).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, Union County will make public and submit to the Division of Community Assistance the following information in writing:

1. A description of the proposed assisted activity;
2. A general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low-moderate-income dwelling unit for at least 10 years from the date of initial occupancy.

Union County will provide relocation assistance, as described in 570.606(b)(2), to each low-moderate-income household displaced by the demolition of housing or by the conversion of a low-moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, Union County will take the following steps to minimize the displacement of persons from their home:

1. If an occupied or occupiable low-moderate-income dwelling unit covered by this plan is scheduled by the County to be demolished as a direct result of activities assisted with grant funds provided under this CDBG Dodge City Infrastructure Water Line Program, and rehabilitation of the structure would prevent the need for demolition, Union County will rehabilitate the structure if the County determines that rehabilitation is feasible.

2. Utilize construction contracts that will to the maximum extent possible allow the occupants to remain in the structure during rehabilitation.

I hereby certify that Union County has adopted and is following the written CDBG Dodge City Infrastructure Water Line Program Residential Anti-Displacement and Relocation Assistance Plan that conforms with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended, as detailed in CPD Notice 88-33.

Kim Rogers, Chairwoman
Name and Title of Certifying Official

Signature of Certifying Official

Date

Adopted this _____ day of _____ 2010

Attested: _____

Section 9

May 3, 2010

Mr. Dennis Branch
North Carolina Department of Commerce
Division of Community Assistance
4313 Mail Service Center
Raleigh, NC 27699-4313

**Re: Union County
CDBG # 09-C-2019
Amendment Condition Certification Statement**

Dear Mr. Branch:

This is to certify that Union County commits to administering its 2009 Community Development Block Grant (CDBG), Dodge City Infrastructure - Water Line project as stated in the County's Infrastructure Application. If the proposed activities that have been designed for this grant changes, Union County will follow DCA's amendment procedures to properly amend the project.

Thank you for assisting Union County with this CDBG - Infrastructure project.

Sincerely,

Kim Rogers, Chairwoman

**UNION COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
INFRASTRUCTURE - WATER LINE PROGRAM
GRANT # 09-C-2019
Code of Conduct**

No employee, officer or agent of Union County shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent or any member of his immediate family, has a financial interest in the firm selected for award.

In addition, the County's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub agreements except as provided for in G.S. 133-32.

Certification

I hereby certify that Union County has adopted and is following a written Code of Conduct Plan that conforms with the requirements in G.S. 133-32.

Kim Rogers, Chairwoman
Name and Title of Certifying Official

Signature of Certifying Official

Date

Adopted this _____ day of _____ 2010

Attested: _____

**RESOLUTION AUTHORIZING
UNION COUNTY DIRECTOR OF FINANCE AND HIS DESIGNEES
TO SIGN SIGNATORY FORM FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Grant # 09-C-2019**

WHEREAS, *Union County has been awarded a Community Development Block Grant (CDBG) from the State of North Carolina for Infrastructure - Water Line improvements;*

WHEREAS, Union County wishes to authorize the Director of Finance and his designees to sign the Signatory Form and Certification;

WHEREAS, this resolution will enable Union County to requisition funds from the North Carolina Department of Commerce, Division of Community Assistance for expenses associated with the CDBG Infrastructure - Water Line Program Grant;

NOW THEREFORE BE IT RESOLVED, that the Union County Board of Commissioners authorizes the Director of Finance and his designees listed on the Signatory Form and Certification to sign requisitions on behalf of the County for reimbursement of County expenses associated with this Community Development Block Grant.

Adopted this _____ day of _____, 2010

Kim Rogers, Chairwoman

ATTEST:

UNION COUNTY ADA GRIEVANCE PROCEDURE

Section 1. Introduction

The Americans with Disabilities Act is a comprehensive piece of Federal legislation that provides disabled individuals legal protection from discrimination in a broad range of public sector activities including local government programs and activities. The County of Union is striving to identify and remove barriers, which impede disabled individuals from participating in County activities, programs, services, and or employment. The process is intended to address all barriers, however, there may be instances where either existing barriers are not detected or new barriers are created.

Section 2. Purpose

This grievance procedure provides an adequate and fair means by which disabled individuals may convey concerns to County officials regarding encountered barriers.

Section 3. Coverage

This grievance procedure applies to all disabled individuals who are participants in County programs and services; County employees; and/or prospective County employees. A grievance is described as any matter of concern or dissatisfaction arising from a condition which limits a disabled individual's participation in County programs, services, and/or employment.

Section 4. Policy

Every disabled individual shall have the right to present a grievance in accordance with these procedures, with or without a representative, free from interference, coercion, restraint, discrimination, penalty or reprisal.

Section 5. Procedure

1. An individual must file a grievance, either orally or in writing, with the County's ADA Coordinator. A grievance shall include the location of the barrier and the difficulty encountered.
2. The coordinator shall determine whether or not the grievance is covered under ADA.
 - a) If the grievance is not covered under ADA, the Coordinator(s) shall document the reason(s) why it is not covered and will notify the individual presenting the grievance within ten (10) workdays following the filing date of the grievance.

- b) If the grievance is covered under ADA, the Coordinator(s) shall notify the appropriate department and plan remedial action. The plan of action shall include components required by ADA including a time-table and the name of the individual in charge of the action. The individual who presented the grievance shall be notified of the plan. Notification shall be made no later than ten (10) workdays following the filing date of the grievance.

Section 6. Maintenance of Records

All documentation of records and reports will be retained for a minimum of three (3) years and shall be held by the ADA Coordinator(s). The records will be subject to review by the grievant and the Union County Board of Commissioners.

Section 7. Other Remedies Preserved

The existence of the grievance procedure does not preclude any individual from pursuing any other remedies under law.

**Union County
CDBG Administration Contract Condition
Certification Statement**

I hereby certify that Union County will not obligate or expend funds in any project activity except the administration activity until the County has submitted a copy of the administration contract to North Carolina Department of Commerce, Division of Community Assistance.

Kim Rogers, Chairwoman
Name and Title of Certifying Official

Signature of Certifying Official

Date

Adopted this ____ day of _____ 2010

Attested: _____

Section 14

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below. Applicants should also review the instruction for certification included in the regulations before completing this form, signature on this form provides for compliance with certification requirements implementing Federal Executive Order 12549 and guidance issued in the *Federal Register*, Volume 70, No. 168, pages 51863 through 51880 for "Government Wide Debarment and Suspension (Nonprocurement)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant or cooperative agreement.

1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, for prospective participants in primary covered transactions.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT/GRANTEE Union County	GRANT NUMBER AND PROJECT NAME 09-C-2019 Union County - Dodge City Water Line Project
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Kim Rogers, Chairwoman	
SIGNATURE	DATE

Instructions

1. By signing and submitting this form, the prospective participant is providing the certification set out on the Certification Regarding Debarment, Suspension and Other Responsibility Matters” in accordance with these instructions.
2. Consequences of False Certification – The certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. Errors in Certifying – The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if, at any time, the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. Definitions and Further Guidance – The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations or you may refer to the *Federal Register*, Vol. 70, No. 168, pages 51863-51880.
5. Certification Extends to Subcontractors – The prospective participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. Certification Included in Subcontracts – The prospective participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Reliance on Certification – A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transition, unless it knows that the certification is erroneous. A participant may decide the method and frequency

by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. **New System of Records Not Required** – Nothing contained in the foregoing should be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. **Consequences for Use of Ineligible Subgrantees** – Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

**Union County
Environmental Condition
Certification Statement**

I hereby certify that Union County will not obligate or expend in any project activity except for the administration activity in the C-1 project until the County has complied with the Environmental Review Procedures for the North Carolina Community Development Block Grant Program and the CDBG regulations contained in 4 NCAC 19L.1004.

Kim Rogers, Chairwoman
Name and Title of Certifying Official

Signature of Certifying Official

Date

Adopted this ____ day of _____ 2010

Attested: _____

**Union County
Floodplain Condition
Certification Statement**

I hereby certify that Union County's 2009 Community Development Block Grant Infrastructure project is not located in a floodplain.

Kim Rogers, Chairwoman
Name and Title of Certifying Official

Signature of Certifying Official

Date

Adopted this ____ day of _____ 2010

Attested: _____

**UNION COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
PROJECT BUDGET ORDINANCE**

BE IT ORDAINED by the Union County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section 1. The project authorized is the Community Development Project described in the work statement contained in the grant agreement number 09-C-2019 between Union County and the North Carolina Department of Commerce, Division of Community Assistance (DCA). The project is more familiarly known as the Community Development Block Grant Infrastructure Program.

Section 2. The officers of the County are hereby directed to proceed with the grant project within the terms of the grant agreement and other grant documents, the rules and regulations of the Department of Commerce and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

COMMUNITY DEVELOPMENT BLOCK GRANT

<u>Fund Source</u>	<u>Amount</u>
CDBG Funds	\$225,434

Section 4. The following amounts are appropriated for the project:

<u>Description of Activity</u>	<u>Amount</u>
Water Improvements	\$198,576
Planning	\$ 7,000
Administration	\$ 19,858
TOTAL	\$225,434

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and Federal and State Regulations.

Section 6. Funds may be advanced from the General fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. Copies of this Grant Project Ordinance shall be made available to the Chairperson and County Clerk for the direction in carrying out this project.

Kim Rogers, Chairwoman
Name and Title of Certifying Official

Signature of Certifying Official

Date

Adopted this ____ day of _____ 2010

Attested: _____

**Union County
Performance Based Contract
Certification Statement**

I hereby certify that Union County will not obligate or expend funds in any project activity except for the administration activity until the County has returned to the Department of Commerce – Division of Community Assistance one copy of the Performance Based Contract.

Kim Rogers, Chairwoman
Name and Title of Certifying Official

Signature of Certifying Official

Date

Adopted this ____ day of _____ 2010

Attested: _____

**Union County
Use of Experienced CDBG Administrator Condition
Certification Statement**

I hereby certify that Union County will not obligate or expend funds in any project activity except for the administration activity until the County has submitted a statement stating that the County will use an experienced CDBG administrator, local government staff, private consultant, regional, planning commission staff or non-profit staff to administer the CDBG project.

This is to certify that Union County has designated Centralina Council of Governments to administer the CDBG project.

Kim Rogers, Chairwoman
Name and Title of Certifying Official

Signature of Certifying Official

Date

Adopted this ____ day of _____ 2010

Attested: _____