

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

www.co.union.nc.us

Closed Session - 6:30 p.m.

1. **Opening of Meeting**
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Featured Community Benefit Organization: Katie's Kidz (Katie Greene)
(*Estimated Time: 5 Minutes)
 - d. Employee Service Award Recognitions for June 2010 (*Estimated Time: 10 Minutes)
 - e. Union County Public Schools (UCPS) State Champions Recognition (*Estimated Time: 10 Minutes)

2. **Public Hearing - 2010-2011 Manager's Recommended Budget** (*Estimated Time: 20 Minutes)
ACTION REQUESTED: Conduct public hearing

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. **Lighting Text Amendment - Section 242, Lighting Requirements, and Section 15, Definitions of Basic Terms of the Union County Land Use Ordinance** (Public Hearing Held on May 3, 2010) (*Estimated Time: 10 Minutes)
ACTION REQUESTED: To consider the proposed amendments to Section 242 and Section 15 of the Land Use Ordinance and, if action is taken to approve or disapprove, to adopt the appropriate Consistency Statement

8. **Continue Tier 1 Rate Schedule** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Approve the Tier 1 Rate Schedule continuation until circumstances warrant further consideration by the Board
9. **Elderly or Disabled Property Tax Homestead Exclusion** (*Estimated Time: 10 Minutes) (Discussed at May 17, 2010, Meeting)
ACTION REQUESTED: Adopt Resolution and Authorize Clerk to Send to County's Legislative Delegation
10. **Emergency Medical Services (Union-EMS) Contract Extension** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Authorize County Manager to approve amendment extending emergency medical services by Union-EMS for a two-year period
11. **Disposition of County-Owned Portion of Belk Tonawanda Park** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Authorize staff to offer to convey to the City with the stipulations that the property be provided for perpetual public use and also that the park be made available for use by all residents of the county on the same basis as residents of the City of Monroe

New Business:

12. **Consideration of Sale of Radios to Town of Stallings** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Authorize staff to offer radios to Town of Stallings for a price of \$59,226, and if accepted, authorize staff to take steps to effect the sale
13. **FY 2010 U.C.A.C. Grant Recommendations for ADA Projects from Parks and Recreation** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Award U.C.A.C. Grant for ADA Projects to South Union Athletic Association, as recommended by the Parks and Recreation Committee, in the amount of \$5,175.57.
14. **Amendment to Union County Personnel Policy** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Adopt the revised effective date of June 30, 2010 - July 31, 2010 for the Union County Personnel Resolution: Addendum #1
15. **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 (1 Vacancy Expiring June 2010)
 - c. Union County Industrial Facilities and Pollution Control Financing Authority (2 vacancies for terms expiring May 2010)
 - d. Juvenile Crime Prevention Council:
 1. Substance Abuse Professional
 - e. Nursing Home Advisory Committee (at least 3 vacancies)
 - f. Parks and Recreation Advisory Committee (1 vacancy for a member with a physical disability)**ACTION REQUESTED:** Announce vacancies

16. **Appointments to Boards and Committees** (*Estimated Time: 10 Minutes)
- a. Region F Advisory Committee (1 Vacancy for a regular member and 1 vacancy for an alternate member, both as of June 30, 2010)
 - b. 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)
 - c. Agricultural Advisory Board (2 Vacancies as of June 2010)

ACTION REQUESTED: Consider appointments

17. **County Manager's Comments**

18. **Commissioners' Comments**

CONSENT AGENDA
June 7, 2010

1. **Minutes**
ACTION REQUESTED: Approval of minutes
2. **Union County Transportation - System Safety Program Plan (SSPP)**
ACTION REQUESTED: Approve plan as submitted
3. **Amendment to Procurement Policy**
ACTION REQUESTED: Adopt Amendment to Policy
4. **Contracts and/or Purchase Orders Over \$20,000**
 - a. Social Services: Agreement with Employment Security Commission for Work First Services
 - b. Social Services: Renewal Agreement with South Piedmont Community College for Work First Services
 - c. Social Services: Amendment with Neighborhood Nurses, Inc. Increasing the Contract Amount from \$42,500 to \$66,600
 - d. Public Works: Amendment to Weddington Interlocal Agreement to Increase the Not-to-Exceed Amount for Engagement of Non-Staff Consultants
 - e. Sheriff's Office/Jail: Renewal Agreement with Simplex Grinnel for Alarm, Intercom, and Door Locking Systems within the Jail Facility
 - f. Legal/Sheriff's Department: Agreement with Thomas Reuters for Online Legal Research
 - g. Sheriff's Office: Purchase Order for Dell Computer Corp. for Purchase of Computer Servers and Other Related Equipment that will Provide Backup Storage and Redundancy for the Sheriff's Office Internal Network**ACTION REQUESTED:** Authorize the County Manager to approve Items a through g, subject to legal approval
5. **Resolution to Affirm the Union County Land Use Plan**
ACTION REQUESTED: Adopt Resolution to Reaffirm the Union County Land Use Plan
6. **Sheriff's Office - Justice Assistance Grant FY2010**
ACTION REQUESTED: Authorize the County Manager to submit the grant application in the amount of \$52,729 and authorize Captain Steve Simpson to act as the grant administrator (No County match required)
7. **Request for Refund from Julie McDowell**
ACTION REQUESTED: Authorize refund in the amount of \$34 to Julie McDowell
8. **DJJDP State Grant Funding for FY 2009-2010**
ACTION REQUESTED: Approve Revised DJJDP County Funding Plan for FY 2009-2010 and Adopt Budget Ordinance Amendment #49
9. **Tax Administrator - Monthly Departmental Report for April 2010**
ACTION REQUESTED: Approve Departmental Monthly Report for April 2010

10. **Resolution to Revise Board's Regular Meeting Schedule for July 2010**
ACTION REQUESTED: Adopt resolution revising meeting schedule to delete regular meeting of Tuesday, July 6, 2010

11. **Motor Vehicle Tax Refunds for May 2010**
ACTION REQUESTED: Approve motor vehicle refund overpayments for May 2010 in the amount of \$5,235.15

INFORMATIONAL ONLY - NO ACTION REQUIRED

1. Addition of Name to Vietnam Marker (Located on the Grounds of the Historic Courthouse)
2. Health Hazard Sewer Tap Allocations: 1) 4208 Fincher Road, Matthews, NC (in Union County); and 2) 4301 Indian Trail-Fairview Road
3. Report on Fire Fees and Fire Tax Levies (Requested by BCC at June 1, 2010, Budget Session)



OFFICE OF THE COMMISSIONERS AND MANAGER

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a special meeting on Monday, June 7, 2010, at 6:30 p.m. in the Conference Room, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, for the purpose of going into closed session to: 1) consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3). and 2) prevent the disclosure of information that is privileged or confidential pursuant to G.S. 153A-98 and G.S. 143-318.10(e), in accordance with G.S. 143-318.11(a)(1).

Kim Rogers, Chairwoman
Union County Board of Commissioners

CONSENT AGENDA
June 7, 2010

1. **Minutes**

RECOMMENDED ACTION: Approval of minutes

2. **Union County Transportation - System Safety Program Plan (SSPP)**

BACKGROUND: In September 2002 the NC Board of Transportation passed a resolution requiring that each transit system in the state have a "System Safety Program Plan". This Program is a prerequisite of the receipt and use of Federal funding in the purchase of vehicles or property for transit systems. Utilization of those funds brings with it the requirement that systems maintain the property at a high level of cleanliness, mechanical soundness, and the highest practical level of safety and security in order to protect passengers, employees, revenues and property.

The plan consists of "core" elements that guided us in creating a working document that addresses specific core elements which are: Driver/Employee Selection (ex: valid operator license, safe driving record); Driver/Employee Training (ex: DOT Minimum Standard of Training required training); Drug & Alcohol Abuse Programs (ex: policies, training, testing); Vehicle Maintenance (ex: safety devices maintained in operative condition therefore protecting the Federal interest in the property); Safety Data Acquisition/Analysis (ex: trends of accidents); and Security as transit drivers and other personnel must understand the need for vigilance in public transportation settings to prevent terrorism, deter crime and increase safety (ex: background checks on all transit employees). Two of the policies that are contained in the plan have been approved by the Board already. They are the Union County Drug and Alcohol Free Workplace Policy (adopted by the Board on June 2, 2008), and the Vehicle Use Policy (Adopted September 15, 2008).

During our recent Federal Compliance Review it was noted that our SSPP had not been approved by the Board of Commissioner's. In an effort to resolve this finding we are recommending that the Board approve this Transportation specific plan which will be reviewed annually and updated if deemed necessary.

FINANCIAL IMPACT: If plan is not approved our system will remain in noncompliance which could result in financial penalties in upcoming Federal and State grant funding.

RECOMMENDED ACTION: Approve plan as submitted

3. **Amendment to Procurement Policy**

BACKGROUND: The North Carolina Department of Transportation, through its consultant RLS & Associates, Inc., has conducted a routine compliance review of the County's Transportation Department for compliance measures as a recipient of federal transit funds. The purpose of the review is to ensure compliance with State and federal requirements, and it is viewed as generally constructive in helping counties comply with the often complex federal regulatory provisions. In the review, several deficiencies were noted, among them a finding that the "Union County procurement policy does not contain some federal requirements including Disadvantages Business Entity requirements and use of the Excluded Parties List." Legal staff has determined that it would be impractical to attempt to include all federal procurement requirements in a local government procurement policy and has inquired about inclusion of a general statement

requiring compliance with federal standards when federal funding is utilized. This approach has been approved by the audit firm.

Please find attached a proposed amendment to the County's Procurement Policy that requires compliance with federal procurement standards when necessary.

RECOMMENDED ACTION: Adopt Amendment to Policy

4. **Contracts and/or Purchase Orders Over \$20,000**

a. Social Services: Agreement with Employment Security Commission for Work First Services

BACKGROUND: The Union County Department of Social Services contracts with the Employment Security Commission to provide employment placement services to DSS Work First clients. The Work First program is a state mandated program with the goal of helping clients become self-sufficient.

The Work First Program is specific to North Carolina. In 1996, Congress reformed the welfare system (the old Aid to Families with Dependent Children program). Under the old AFDC program, the states administered complex federal requirements in order to distribute aid to the poor. After 1996, the states had to design and administer programs under a new federal block grant. The new federal program, "Temporary Aid to Needy Families" or TANF, set new criteria for each state to follow that emphasized the temporary nature of public assistance.

In 1997, North Carolina started the Work First Program. Work First redistributes the TANF block grant funds to each County DSS based on specified criteria. Union County currently administers \$1,636,961 in TANF funds, which is approximately 59% of our \$2,782,909 Work First budget.

Union County has very little discretion regarding local funding for the Work First program. NC counties are mandated by NCGS 108-A27.12, in addition to various rules, regulations, and agreements to provide a budget for specific human services programs at a level equal to or higher than the previous year's budget for that program. This annual "Maintenance of Effort" requirement, or "MOE", is currently \$1,145,948 out of the total annual budget of \$2,782,909 for Work First in Union County. The remaining portion comes from TANF. If Union County does not provide the MOE amount, then the County will not receive TANF funds, and may risk other legal problems.

The Board of Social Services and the County Commissioners have discretion regarding how Work First Services are delivered. The Union County program offers limited cash payments, job assistance programs, child care assistance, and may qualify the client for other programs such as Medicaid and the Food & Nutrition program. A key component of this program is the requirement for each client to sign an agreement that requires the client to work or participate in work-related activities. These adults must complete the requirements specified in their agreement each month before receiving benefits.

Union County contracts the operation of some Work First programs. Under the attached agreement, DSS contracts with the Employment Security Commission to provide an Employment Consultant. The Consultant provides general assistance, work registration, job development and placement, job search, and information services for DSS Work First clients. The Consultant's purpose is to refer and place these clients into jobs, and for those clients to eventually reach a point of self sufficiency.

The proposed contract period of the renewal is July 1, 2010 through June 30, 2011.

FINANCIAL IMPACT: This total contract amount of \$47,578 comes from the County General Fund, and is budgeted as part of the County's MOE requirement explained above.

- b. Social Services: Renewal Agreement with South Piedmont Community College for Work First Services

BACKGROUND: The Union County Department of Social Services contracts with the South Piedmont Community College to provide academic services to DSS Work First clients. As with item "a" above, this contract is part of the County's Work First Program and is designed to ensure compliance with federal TANF requirements.

Under the attached contract, DSS contracts with SPCC to provide a Human Resources Development Coordinator. The Coordinator provides educational services, such as GED completion programs, to clients required to take the classes. The purpose of the classes is to help the clients meet basic employment criteria. The classes are delivered at DSS.

FISCAL IMPACT: This total contract amount of \$56,029.62 comes from the County General Fund, and is budgeted as part of the County's MOE requirement explained above.

- c. Social Services: Amendment with Neighborhood Nurses, Inc. Increasing the Contract Amount from \$42,500 to \$66,600

BACKGROUND: The Union County Department of Social Services contracts with Neighborhood Nurses to provide In-Home services to eligible clients in Union County. DSS is mandated by the North Carolina Department of Human Services to provide In-Home Services by General Statute (143-B-181.1.) These services are provided to aged and disabled adults who are unable to perform essential household and personal care tasks for themselves. The goal of providing these services is for clients to remain at home versus having to enter a long-term care facility. Service specialization for In-Home services is provided in two areas, home management and personal care. DSS currently contracts with Neighborhood Nurses to coordinate client care, evaluate progress and provide documentation required by State and Federal regulations.

DSS has previously provided In-Home services by using DSS employees. As these employees have gradually left County employment, DSS has turned client caseloads over to the Neighborhood Nurses contract in order to avoid breaks in care, and hopefully provide cost efficiencies in providing services. During the current fiscal year, two of these DSS employees retired unexpectedly. In order to serve the affected clients, DSS assigned those clients to the contractor. This increased caseload necessitates an amended contract and a budget amendment.

FISCAL IMPACT: The original contract with Neighborhood Nurses for FY 2009-10 was \$42,500. This amendment changes the contract amount to \$66,500. The additional funds are available within the FY 2009-10 DSS budget.

- d. Public Works: Amendment to Weddington Interlocal Agreement to Increase the Not-to-Exceed Amount for Engagement of Non-Staff Consultants

BACKGROUND: By interlocal agreement, Union County and the Town of Weddington have previously agreed to spend up to \$31,000 each to engage the

services of US Infrastructure (USI) for services related to the Optimist Park floodplain violation and remediation plan. USI has contracted directly with the Town of Weddington for these services. By letter dated May 6, 2010, to Anthony Fox, Town Attorney, and Ed Goscicki, USI indicates that they have exceeded their original estimates, and they request consideration of additional compensation in the total amount of \$33,000 to cover the expense of services provided that they deem to be outside their original scope. The additional compensation would also cover anticipated expenses for ongoing coordination and work necessary to establish the elevation of homes which may be impacted by an increase in flood elevation. (For more detail regarding the additional services and expenses, please see USI's letter, attached.) The Town of Weddington has authorized payment of \$16,500, or one-half of the amount requested by USI.

Union County has engaged Ernest Abbott for specialized FEMA services relative to Optimist Park. The current agreement with Mr. Abbott limits professional fees and expenses to \$20,000, though it is unknown at this time how much these services will ultimately cost. Staff will have a better understanding of the scope of these services after meeting with Mr. Abbott in early June.

Upon receiving the request for additional compensation by USI, the Staff Attorney contacted Mr. Fox to indicate that staff intended to take to the Board on June 7 a revised interlocal agreement to reflect the additional \$16,500 payment to USI by each party, as well as \$10,000 each for services to be performed by Mr. Abbott. By letter to Jeff Crook dated May 19, attached, Mr. Fox indicates that the Town and County agreed to hire USI and rely on their plan to remediate the fill in Optimist Park. He indicates that he understands the County's desire to find an alternative solution, but states that the Town will not agree to share in the costs relative to Mr. Abbott's services.

County staff believe that Mr. Abbott's expertise will be critical in determining whether there is a solution for Optimist Park, other than requiring a no-rise or removal of all fill in the floodway. Therefore, County staff have scheduled a meeting among the staff and attorneys for the County and Weddington to request clarification. It will be imperative that both parties fully understand the ramifications of this decision by Weddington on the County/Town relationship going forward.

The attached proposed amendment to the interlocal agreement would provide that both the County and Town pay one-half the cost of additional engineering services by USI and FEMA specialty services by Ernest Abbott. The amount payable by each party would increase by \$16,500 for USI and \$10,000 for Mr. Abbott. When added to the prior commitment, the total amount for each party would be \$57,500 each.

Staff will be meeting with Weddington staff and attorney on Friday, June 4th to discuss Mr. Abbot's services and the cost of those services.

- e. Sheriff's Office/Jail: Renewal Agreement with Simplex Grinnel for Alarm, Intercom, and Door Locking Systems within the Jail Facility
BACKGROUND: The Union County Sheriff's Office contracts with SimplexGrinnell to provide maintenance on the alarm, intercom, and door locking

systems within the Jail facility. The current maintenance agreement will expire June 30, 2010. Because of safety and security issues associated with this equipment the contract must be maintained.

- f. **FISCAL IMPACT:** \$20,000 allocated in the Sheriff's Jail Facilities budget
Legal/Sheriff's Department: Agreement with Thomas Reuters for Online Legal Research

BACKGROUND: When performing legal research, the Union County Legal Department relies heavily on its subscription to Westlaw, an online legal research service provided by West Publishing, a Thomson Reuters company. Westlaw enables the Legal Department to efficiently search a variety of cases, statutes, regulations, and secondary materials for information related to legal issues facing the County, providing access to scores of legal databases. The Legal Department's current West subscription agreement covers its Westlaw subscription and printed updates to a number of hardcopy secondary sources, also important to the Department's legal research capabilities. The current contract, entered for a three-year term for pricing discounts, expires at the end of June.

When Legal began negotiating a new contract for next fiscal year, West's initial proposal contained a significant price increase. Legal negotiated the price down to come within budgetary limits, retaining all electronic database capability but deleting printed updates from several hardcopy sources, in addition to several other cost-cutting measures. The resultant agreement is for three years (to receive discounts), with a 5% cap on annual increases over the preceding year and a nonappropriation provision. The three-year cost for the Legal Department is \$26,569.15. In addition, working with Bill McGuirt in the Sheriff's Office, we were able to determine that the Sheriff would realize considerable savings by having Bill join Legal's West subscription. The cost for the Sheriff's Office is \$3,720.58. Thus, the three-year cost for the West subscription is \$30,289.73.

- FISCAL IMPACT:** The first year's cost will be \$9,608.16. The second year's cost will not exceed \$10,088.57. The third year's cost will not exceed \$10,593.
g. Sheriff's Office: Purchase Order for Dell Computer Corp. for Purchase of Computer Servers and Other Related Equipment that will Provide Backup Storage and Redundancy for the Sheriff's Office Internal Network

BACKGROUND: Requisition # 469 is for the purchase of Dell computer servers and other related equipment that will be housed in the Sheriff's Office computer server room. These units will provide backup storage and redundancy for our internal network which houses the Sheriff's records management system (RMS) and Jail Management System (JMS). The equipment is to be purchased under State Contract.

FISCAL IMPACT: \$38,197.86 taken from the Sheriff's 2009 JAG Stimulus Grant.

- RECOMMENDED ACTION:** Authorize the County Manager to approve Items a through g, subject to legal approval

5. **Resolution to Affirm the Union County Land Use Plan**

BACKGROUND: On April 19, 2010, the Board of Commissioners adopted "A Resolution to Reaffirm the Union County Land Use Plan for the Purpose of Adoption of the Union County Comprehensive Transportation Plan (Rural Section)" to enable approval of the CTP by the N.C. Department of Transportation. Following approval by the Board, NCDOT requested several modifications to this resolution. Specifically, NCDOT has asked that the County remove the language in the resolution limiting the purpose of the

reaffirmation of the Land Use Plan to the adoption of the Union County Comprehensive Transportation Plan (Rural Section). The Union County Legal Department believes that such changes are inconsequential, and the resolution has been modified as requested by DOT.

FISCAL IMPACT: None

RECOMMENDED ACTION: Adopt Resolution to Reaffirm the Union County Land Use Plan

6. **Sheriff's Office - Justice Assistance Grant FY2010**

BACKGROUND: The Sheriff's Office is requesting authorization to make application for the FY 2010 Justice Assistance Grant (JAG) from the Bureau of Justice Assistance. If approved, this grant will provide \$52,729 to the Sheriff's Office to be used towards Information Technology projects such as the purchase of a Printquest Automated Fingerprint/Palmprint System and replacement of the existing evidence drying cabinet in the crime scene lab area. This grant, if funded, would not require local matching funds from the County. As indicated in the packet the public hearing will be held at the Sheriff's Office on June 21, 2010.

FISCAL IMPACT: No matching funds required.

RECOMMENDED ACTION: Authorize the County Manager to submit the grant application in the amount of \$52,729 and authorize Captain Steve Simpson to act as the grant administrator (No County match required)

7. **Request for Refund from Julie McDowell**

BACKGROUND: Ms. McDowell has requested a refund in the amount of \$34 from a money order sent to the Register of Deeds' Office in the total amount of \$44 for a certified copy of her birth certificate. Ms. McDowell sent the extra \$34 to cover overnight mail, but the copy of her birth certificate was not sent by overnight service. The cost of the certified copy was \$10.

RECOMMENDED ACTION: Authorize refund in the amount of \$34 to Julie McDowell

8. **DJJDP State Grant Funding 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, amended on October 19, 2009 with the adoption of Budget Ordinance Amendment #15 with an increase of \$47,066, and amended on May 3, 2010 with the adoption of Budget Amendment #43 with a decrease of \$16,526. The DJJDP has requested a decrease in funding of \$1,878 for a total funding amount of \$276,100 for FY 2009-2010.

The Juvenile Crime Prevention Council (JCPC) Board has approved to decrease funding for Psychological Services and Daymark Recovery Services.

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.

RECOMMENDED ACTION: Approve Revised DJJDP County Funding Plan for FY 2009-2010 and Adopt Budget Ordinance Amendment #49

9. **Tax Administrator - Monthly Departmental Report for April 2010**

BACKGROUND: This report reflects all transactions within the Tax Administration Office for the month of April 2010

RECOMMENDED ACTION: Approve Monthly Departmental Report for April 2010

10. **Resolution to Revise Board's Regular Meeting Schedule for July 2010**

BACKGROUND: On July 19, 2010, the Board adopted a regular meeting schedule which included a regular meeting on Tuesday, July 6, 2010 (Monday, July 5, is a holiday and the County Offices are closed, and in accordance with the Board's Rules of Procedure, the regular meeting would automatically be held on Tuesday). The Planning Board is scheduled to meet on Tuesday, July 6, and its meetings are held in the Board of Commissioners' Meeting Room in order that the meetings can be televised. The attached resolution revises the Board's regular meeting schedule for 2010 to delete the regular meeting of Tuesday, July 6, 2010. The Board would have one regular meeting in July which is scheduled for Monday, July 19, 2010.

RECOMMENDED ACTION: Adopt resolution revising meeting schedule to delete the regular meeting on Tuesday, July 6.

11. **Motor Vehicle Tax Refunds for May 2010**

BACKGROUND: These amounts represent overpayments of motor vehicle tax paid during May 2010, and approval is requested so that these overpayments can be returned to the taxpayers

RECOMMENDED ACTION: Approve motor vehicle refund overpayments for May 2010 in the amount of \$5,235.15

INFORMATIONAL ONLY - NO ACTION REQUIRED

1. **Addition of Name to Vietnam Marker (Located on the Grounds of the Historic Courthouse)**
2. **Health Hazard Sewer Tap Allocations: 1) 4208 Fincher Road, Matthews, NC (in Union County); and 2) 4301 Indian Trail-Fairview Road**
3. **Report on Fire Fees and Fire Tax Levies (Requested by BCC at June 1, 2010, Budget Session)**

**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 Katie's Kidz

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

ATTACHMENT(S):
none

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

TELEPHONE NUMBERS:

704-283-3546

704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Receive presentation from Katie Greene of Katie's Kidz regarding the organization and its efforts to provide presents for hospitalized children.

BACKGROUND: KatiesKidz is an organization started by Katie Greene of Weddington with the support of her family. The mission of KatiesKidz is to provide presents to children who are hospitalized. These gifts provide smiles, fun, joy and something to do while recovering from their medical challenges.

Katieskidz was started by then 6-year-old Katie in December 2007 to provide presents to children hospitalized during the Christmas season. Katie's target group includes children that are too sick to travel or go home from the hospital during holidays, children from families whose economic resources have been exhausted, and children under medical care far from home.

Donations to Katiekidz are used to purchase toys, gift cards and other items that the hospital staff has designated as items the children can use. One hundred percent of the money received is used to purchase items for the kids. Several retailers and businesses are assisting Katie in her efforts.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 6/7/2010

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

SUBJECT: Employee Recognition

DEPARTMENT: Personnel

PUBLIC HEARING: Choose one....

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

INFORMATION CONTACT:
Julie Broome

TELEPHONE NUMBERS:
704-283-3803

DEPARTMENT'S RECOMMENDED ACTION:

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

BACKGROUND:

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

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

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Union County Service Award Recipients for the month of June 2010

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

5 YEARS OF SERVICE

JOEY GANTT
TIMOTHY HARRELL
KELLY PARKER

DEPARTMENT

PUBLIC WORKS
PUBLIC WORKS
PUBLIC WORKS

10 YEARS OF SERVICE

RALPH BAKER
BENJAMIN BAKER
JOHN YOUNG

DEPARTMENT

PUBLIC WORKS
SHERIFF'S OFFICE
SHERIFF'S OFFICE

15 YEARS OF SERVICE

VICKIE DEESE

DEPARTMENT

BOARD OF ELECTIONS

20 YEARS OF SERVICE

ROBERT ROLLINS

DEPARTMENT

SHERIFF'S OFFICE

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 7, 2010

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

SUBJECT: UCPS State Champions Recognition

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

ATTACHMENT(S):
none

INFORMATION CONTACT:
Brett Vines, Public Information

TELEPHONE NUMBERS:
704-283-3546

DEPARTMENT'S RECOMMENDED ACTION: Recognize Union County Public School athletes and teams winning state championships during 2009 - 2010.

BACKGROUND: Athletes and teams from five Union County high schools won state championships during the 2009 - 2010 school year. Parkwood Middle School's cheerleading squad won a national championship. The athletes and teams were:

1. Monroe High School

- 1A Men's State Championship in Basketball
- Issac Blakeney - 1A State Champion in Men's Track (Triple Jump and Long Jump)
- Jamie Glenn - 1A State Champion in Women's Track (Triple Jump)
- Creston Mobley, Steven Robinson, Ricardo White and Shamiir Hailey - 1A State Championship in Men's Track (4X100m Relay)

2. Central Academy of Technology and Arts

- Will Robinson - 1A/2A State Championship in Wrestling (Heavyweight Division)
- Daniel Gregorich - 1A/2A State Championship in Wrestling (103 lb. Division)

3. Marvin Ridge High School

- 3A Men's State Championship in Soccer
- 3A Women's State Championship in Soccer
- Tori Tillman - 3A State Champion in Indoor Track (Long Jump and 55m Dash)
- Brittany Fritz, Caitlyn Colo, Kayli Buckley and Alyssa Clark - 3A State Championships in Indoor and Outdoor Track (4X800m Relay)
- Jacob White - 3A State Champion in Swimming (50 Yard Freestyle)
- Jacob White, Evan White, Lane Bretschneider and McKee Christiansen - 3A State

Champions in Swimming (200 Yard Freestyle Relay)

- Andrew Treske and Joey Hatala - 3A State Champions in Men's Tennis (Doubles)

4. Weddington High School

- Carly Griffith, Haley Kapheim, Brittany Sturdivant and Breahna Morrison – 3A State Championships in Indoor and Outdoor Track (4x400m Relay)
- Breahna Morrison - 3A State Champion in Indoor Track (300m Dash)
- Breahna Morrison - 3A State Champion in Outdoor Track (400m Dash)
- Katherine Plevka - 3A State Champion in Swimming (200 Yard Individual Medley)

5. Cuthbertson High School

- McKenna Karas and Kalli Karas - 2A State Championship in Women's Tennis (Doubles)

6. Parkwood Middle School

- First-place at the US Finals National Cheerleading Championship in Orlando, Florida

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

PUBLICATION NOTICE
 NOTICE IS HEREBY GIVEN THAT the Union County Budget for 2010-2011 has been submitted to the Board of Commissioners and a copy is available for public inspection in the office of the Clerk to the Board of Union County Government Center, 500 North Main Street, Room 925, Monroe, North Carolina, and on-line at the County's website at www.co.union.nc.us which can be accessed from any computer with internet access or from public computers at any Union County Government Center branch.

NOTICE AS FURTHER GIVEN that the Union County Board of Commissioners will hold a public hearing to receive comments from the citizens of Union County on the proposed budget at 7:00 p.m. on Monday, June 7, 2010, in the Commissioners Board Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina.

Any person requesting a sign language interpreter, please call (704) 225-8564 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) 225-8564 and make a request at least 96 hours in advance.

Lynn G. West
 Clerk to the Board of Commissioners
 May 30, 2010

AGENDA ITEM # 2
 MEETING DATE 6-7-10

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:

May 30, 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 30 day of May 2010
Pat Deese

Sworn to and subscribed before me, this 30 day of May 2010
Beth P. Clark Notary Public

My commission expires * May 11, 2013 *

Union County Budget
2010 - 2011

Inches: 5 3/4
 Monroe, NC Date: May 30 2010

Account # 02100167

U.C. Bd of Commissioners

COST \$ 57.21

IN ACCOUNT WITH
THE ENQUIRER-JOURNAL
 Post Office Box 5040
 500 West Jefferson Street
 Monroe, NC 28111-5040

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 7, 2010

Action Agenda Item No. 7
(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, Legal

PUBLIC HEARING: No

ATTACHMENT(S):
(i) Draft Amendment,
(ii) Redline version [showing changes to subsection (d) considered by Board on May 17], and
(iii) Consistency Statement

INFORMATION CONTACT:
Richard Black
Jeff Crook

TELEPHONE NUMBERS:
704-292-2580
704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: To consider the proposed amendments to Section 242 and Section 15 of the Land Use Ordinance and, if action is taken to approve or disapprove, to adopt the appropriate Consistency Statement

BACKGROUND: During the Board meeting of May 17, Commissioner Openshaw expressed a desire to modify the lighting amendment by adoption of subsection (d) only, to include certain additional provisions, e.g. applicability within residential areas, to streetlights and amenities. Following explanation by the Staff Attorney that ordinance language must be precise and in final form prior to adoption by the Board, the Chair recessed the meeting for a brief discussion between Commissioner Openshaw and the Staff Attorney. Following the recess, Commissioner Openshaw withdrew his substantive motion and moved to defer consideration until June 7 so that his proposed revisions could be drafted and presented to the Board in final form. The amendment, as revised, is attached for Board consideration. Also attached is a redlined version showing changes to subsection (d) as presented on May 17.

Because (i) the initial hearing notice was broad enough to indicate the possibility of substantial change to the proposed amendment; (ii) the changes proposed are of the same fundamental character as contained in the notice; and (iii) the changes result from objections, debate, and discussion at the properly noticed hearing, it is the position of the Staff Attorney that the amendment need not be referred back to the Planning Board and that no additional hearing by the Board of Commissioners is necessary for consideration of the revised amendment.

Commissioner Openshaw indicated that his primary concern was for shielding of fixtures such that no light would be emitted out of the fixture above the horizontal plane. The resultant draft amendment requires full shielding, but eliminates as redundant the requirement that the fixture be classified as "full cutoff" by IESNA. As explained to the Board, the lighting consultant expressed concern over continued use of the "full cutoff" definition, and the Staff Attorney expressed concern that the formerly proposed definition required certification by a photometric test report.

Staff recommends against adoption of the proposed amendment for the following reasons. 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 is also generally not full cutoff and emits 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.

Furthermore, regarding enforcement, the lighting amendment will require that County staff review outdoor lighting fixtures for all structures built in residential zoning districts in order to administer the proposed text. Such review must be done in advance so that a homeowner, builder, or electrical contractor will not install some type of lighting that is illegal in residential districts based on the new provisions. Because it is common for homeowners, builders, and electrical contractors to change fixtures during construction, the lighting amendment will also require inspection of lighting in the field. This will take a significant amount of staff time. If construction levels were to return to even half that of several years ago, enforcement of the lighting provision would require additional staff.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

TEXT AMENDMENT: UNION COUNTY LAND USE ORDINANCE

SECTION 1

AMEND Section 242, Lighting Requirements, by adding a new subsection (d) to read as follows:

(d) All fixtures other than floodlights shall be shielded such 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. This subsection shall apply only within residential districts and shall exclude lighting associated with schools.

SECTION 2

AMEND Section 15, Definitions of Basic Terms, by adding the following definitions in proper alphabetical sequence:

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.

SECTION 3

Except as herein amended, the provisions of the Union County Land Use Ordinance shall remain in full force and effect.

Approved this the 7th day of June, 2010.

REDLINED VERSION

[Showing changes to subsection (d) as proposed on June 7 and on May 17]

- (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~~such 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. This subsection shall apply only within residential districts and shall exclude lighting associated with schools.

Document comparison done by DeltaView on Wednesday, May 26, 2010 1:17:29 PM

Input:	
Document 1	file://C:/Documents and Settings/crook/My Documents/Documents/PLANNING/Ordinances/Lighting/bb bb.doc
Document 2	file://C:/Documents and Settings/crook/My Documents/Documents/PLANNING/Ordinances/Lighting/aa aa.doc
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	2
Deletions	1
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	3

**Statements of Consistency for Proposed Text Amendments to the Union County
Land Use Ordinance**

TO APPROVE AMENDMENTS

(1) Amendments to Section 242, Lighting Requirements and Section 15, Definitions of Basic Terms.

Pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that adoption of the proposed text amendments is consistent with the adopted Union County Land Use Plan, and that adoption of the proposed text amendments is reasonable and in the public interest, because the amendments will result in a reduction of light trespass and glare to neighboring properties.

**Statements of Consistency for Proposed Text Amendments to the Union County
Land Use Ordinance**

TO DENY AMENDMENTS

(1) Amendments to Section 242, Lighting Requirements and Section 15, Definitions of Basic Terms.

Pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that the proposed text amendments are consistent with the Union County Land Use Plan, but that denial of the proposed text amendments is reasonable, in the public interest, and consistent with the Union County Land Use Plan, because Section 243 of the Union County Land Use Ordinance already adequately addresses excessive illumination in certain circumstances.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 7, 2010

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

SUBJECT: Continue Modified Stage II Water Conservation Measures and Tier 1 Rate Schedule

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

ATTACHMENT(S):
June 25, 2009 Minutes
Water Conservation Ordinance

INFORMATION CONTACT:
Matthew Delk, Asst. Manager
Edward Goscicki, UCPW Director

TELEPHONE NUMBERS:
(Delk) 704-283-3656
(Goscicki) 704-296-4212

DEPARTMENT'S RECOMMENDED ACTION: Recommend that the Modified Stage II Declaration conditions and the Tier 1 Rate Schedule continue indefinitely under the conditions stipulated in the Union County Water Conservation Ordinance.

BACKGROUND: During the June 25, 2009 Special Commissioners Meeting, the Board discussed various aspects of the Union County Water Conservation Ordinance. The discussion specifically addressed the allowed uses of water under Stage II conditions, whether or not the County should retain the two day irrigation schedule, and whether or not the County should continue the inclining conservation rate structure after drought conditions abated.

Regarding the Stage II water restrictions contained in the Ordinance, customers were assigned a two day per week irrigation schedule. This schedule, spreading customer irrigation throughout the week, helped the County avoid high peaks in water usage. Prior to the June 25 2009 meeting, customers paid for water under the Stage II rates which included an inclining conservation rate structure designed to curb outdoor use during periods of water shortage. Stage II also restricted certain uses of water, in compliance with restrictions stipulated under the Low Inflow Protocol Agreement with Duke Energy. Prior to this meeting, our geographic region had largely recovered from drought conditions.

The Board recommended that the Manager revise the Water Conservation Declaration in effect at the time. Based on the Board's recommendation, the new Declaration established a hybrid policy and rate structure where customers were charged the lower Stage I rates, which are more favorable to customers using large volumes of water. The Declaration further allowed outdoor

uses to include filling new pools, washing vehicles, washing outdoor facilities, dust control, and flushing hydrants. The new Declaration retained the two day irrigation schedule, however, in an effort to more efficiently use available water capacity.

The authorization for the Declaration expired in May 2010. Staff recommends that the Modified Stage II Declaration and the Tier 1 rate schedule should be continued indefinitely under the conditions stipulated in the Ordinance. Under the Ordinance, the Manager will advise the Board when there is a need to modify the Declaration in the future.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

WATER CONSERVATION ORDINANCE

AN ORDINANCE PROVIDING FOR CONSERVATION OF WATER
AND RESTRICTIONS ON THE USE OF WATER DURING A WATER SHORTAGE
OR IMPENDING WATER SHORTAGE

BE IT ORDAINED by the Union County Board of Commissioners that water conservation is deemed to be necessary when water demand by customers connected to the Union County water system reaches the point where continued or increased demand will equal or exceed the treatment and/or transmission capacity of the system or portions thereof. When water demand results in the condition whereby customers cannot be supplied with adequate water to protect their health, safety, or property, then the demand must be substantially curtailed to relieve the water shortage. The restrictions imposed pursuant to this Ordinance shall apply only to potable water supplied through the Union County water system, and not to reuse or reclaimed water. In addition to the water conservation measures set out herein, Union County may also establish a rate structure that increases the cost for potable water commensurate with the escalation of water shortage conditions.

Article IDeclaration of Water ShortageSection I: Applicability of Ordinance

In the event (i) it appears there is a sustained demand of 80% of the treatment and/or transmission capacity of the Union County water system or portions thereof; or (ii) Duke Power Company LLC, doing business as Duke Energy Carolinas, LLC, declares a Stage I Low Inflow Condition pursuant to the Comprehensive Relicensing Agreement for the Catawba-Wateree Hydro Project (FERC Project No. 2232) dated December 22, 2006, to which Union County is a party, thus compelling certain water use restrictions by Union County, then in either such event the Director of the Union County Public Works Department, hereinafter referred to as the "Director," may recommend to the County Manager that water conservation measures be implemented, and the County Manager, following consultation with the Board of Commissioners, may declare a Stage I Water Shortage Condition. The County Manager, following consultation with the Board of Commissioners, may, with or without the recommendation of the Director, declare that a Stage II, Stage III, or Stage IV Mandatory Water Shortage Condition exists and require mandatory conservation measures upon occurrence of any conditions precedent for declaring such Condition, as hereinafter set forth. In declaring any Water Shortage Condition pursuant to this Ordinance, the County Manager may limit the applicability of the requirements of this Ordinance to certain sections of the County, whether by township or other description. For purposes of this Ordinance, the phrase "following consultation with the Board of Commissioners" shall mean consultation during a regular or special meeting of the Board of Commissioners when possible, but where delay would endanger the public health, safety, or welfare, as determined by the County Manager, such consultation

may be made by the County Manager with members of the Board of Commissioners on an individual basis outside the confines of a formal meeting. The County Manager shall report the declaration of a Water Shortage Condition to the Board at its next regular meeting.

The declaration of a Water Shortage Condition becomes effective immediately upon issuance by the County Manager, unless otherwise stated in such declaration. Upon declaration of any stage of Water Shortage Condition, the County Manager shall issue press releases to local television, radio and/or print media to inform the public of the voluntary and/or mandatory water use restrictions. Upon declaration of a Stage II, Stage III, or Stage IV Mandatory Water Shortage Condition, the County Manager shall also cause notice of such restrictions to be either inserted into customers' water bills or separately mailed to customers as soon as reasonably practicable.

Article II
Stage I Water Shortage Condition

Section I

In the event a Stage I Water Shortage Condition is declared, the following guidelines shall apply:

- a. An extensive publicity campaign will be initiated using public media to inform the public of an impending or existing water shortage.
- b. Conservation measures will be encouraged and recommended.
- c. Transport of water outside of Union County will be limited.

Section II

In the event a Stage I Water Shortage Condition is declared, the public shall be encouraged to adhere to the following voluntary conservation measures:

- a. Limit car washing to the minimum.
- b. Limit lawn and garden watering to that which is necessary for plants to survive.
- c. Do not wash down outside areas such as sidewalks, patios, parking lots, service bays or aprons, etc.
- d. Do not leave faucets running while shaving or rinsing dishes.
- e. Water shrubbery to the minimum required, reusing household water when

possible.

- f. Limit use of clothes washers and dish washers and when used, operate fully loaded.
- g. Use of showers for bathing, rather than bathtub, and limit showers to no more than four (4) minutes.
- h. Limit flushing of toilets by multiple usage.
- i. The use of disposable and biodegradable dishes is encouraged.
- j. The use of flow-restrictive and water-saving devices is encouraged.
- k. Limit hours of operation of water-cooled air conditioners.
- l. All residents, businesses, and institutions are requested to temporarily delay new landscape work until the water shortage has ended.
- m. Use only hoses with spring-activated nozzles when watering lawns and gardens.

Section III

The following mandatory water conservation restriction shall apply during a Stage I Water Shortage Condition in addition to the voluntary conservation measures encouraged in Article II, Section II above.

In the event the County Manager issues a declaration of a Stage I Water Shortage Condition, it shall be unlawful for any person, firm or corporation to transport water outside of Union County, where such water has been drawn by tanker truck from a hydrant of the Union County water system; provided, however, that transport outside of Union County shall be allowed for emergency fire protection and for bona fide farm purposes. As used in this Ordinance, the use of water for "bona fide farm purposes" shall include use for the production and activities relating or incidental to the production of crops, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agricultural products having a domestic or foreign market.

Article III
Stage II Mandatory Water Shortage Condition

Section I: Compliance

In the event the County Manager issues a declaration of a Stage II Mandatory Water

Shortage Condition, then it shall be unlawful for any person, firm or corporation to use or permit the use of water from the Union County water system in a manner inconsistent with the declaration until such time as the declaration of a Stage II Mandatory Water Shortage Condition has been rescinded. In exercising the authority for declaring a Stage II Mandatory Water Shortage Condition, consideration shall be given, as applicable, to water shortage levels and available sources of supply, available usable storage on hand, drawn-down rates, the projected supply capability, outlook for precipitation, daily water use patterns and availability of water from other sources.

Section II

In the event (i) a Stage I Water Shortage Condition declaration is ineffective in adequately reducing demand; (ii) maintenance of the system (whether preventive or breakdown maintenance, or due to an event of force majeure) requires a reduction in demand; (iii) mandatory restrictions are required to comply with any permit for the system issued by applicable state or federal authorities; (iv) sustained water demand exceeds 90% of the treatment and/or transmission capacity of the Union County water system or portions thereof; or (v) Duke Power Company LLC, doing business as Duke Energy Carolinas, LLC, declares a Stage 2 Low Inflow Condition pursuant to the Comprehensive Relicensing Agreement for the Catawba-Wateree Hydro Project (FERC Project No. 2232) dated December 22, 2006, to which Union County is a party, thus compelling certain mandatory water use restrictions by Union County, then upon occurrence of any such event the County Manager may issue a declaration that a Stage II Mandatory Water Shortage Condition exists. Such declaration may prohibit any one or more of the types of water uses regulated under a Stage I, Stage III, or Stage IV Water Shortage Condition, provided that the County Manager, in his discretion and acting in the best interests of the health, safety, and welfare of the citizens, may further regulate usage on the following bases: (i) time of day; (ii) day of week; (iii) customer type, including without limitation, residential, commercial, industrial and institutional; and (iv) physical attribute, such as address. After consultation with the Board, the County Manager may also take such other measures as deemed necessary to give effect to the intent of this Ordinance.

Article IV

Stage III Mandatory Water Shortage Condition

Section I: Compliance

In the event the County Manager issues a declaration of a Stage III Mandatory Water Shortage Condition, then it shall be unlawful for any person, firm or corporation to use or permit the use of water from the Union County water system for any purpose hereinafter set forth until such time as the declaration of a Stage III Mandatory Water Shortage Condition has been rescinded. In exercising the authority for declaring a Stage III Mandatory Water Shortage Condition, consideration shall be given, as applicable, to water shortage levels and available sources of supply, available usable storage on hand, drawn-down rates, the projected supply

capability, outlook for precipitation, daily water use patterns and availability of water from other sources.

Section II

In the event (i) a Stage II Mandatory Water Shortage Condition is in effect and the system demand for water continues to exceed capacity of the water system or portions thereof; or (ii) Duke Power Company LLC, doing business as Duke Energy Carolinas, LLC, declares a Stage 3 Low Inflow Condition pursuant to the Comprehensive Relicensing Agreement for the Catawba-Watauga Hydro Project (FERC Project No. 2232) dated December 22, 2006, to which Union County is a party, thus compelling certain mandatory water use restrictions by Union County, then in either such event a Stage III Mandatory Water Shortage Condition may be declared. In addition to any voluntary and mandatory guidelines already in effect, it shall be unlawful to use water supplied by the Union County water system in the following manner:

- a. To water lawns; provided that shrubbery, trees, flowers and vegetable gardens may be watered by hand or by drip irrigation;
- b. To conduct residential vehicle washing;
- c. To wash public buildings, sidewalks, and streets, except as required for safety and/or to maintain regulatory compliance;
- d. To use water for dust control during construction;
- e. To conduct flushing or hydrant testing programs, except to maintain water quality or other special circumstances approved by the Director in advance;
- f. To fill new swimming pools; and
- g. To serve drinking water in restaurants, cafeterias, or other food establishments, except upon request.

Notwithstanding the prohibitions on use stated above, the County Manager, in his discretion and acting in the best interests of the health, safety, and welfare of the citizens, may allow one or more such uses on a limited basis not more frequently than two (2) days per week if (i) stated in the original declaration of a Stage III Mandatory Water Shortage Condition, or in any amendment thereto; and (ii) consistent with the Stage 3 Low Inflow Condition declared by Duke Energy Carolinas, LLC, when such Condition is in effect. When allowing one or more such uses one (1) day or two (2) days per week, the County Manager may further regulate usage on the following bases: (i) time of day; (ii) day of week; (iii) customer type, including without limitation, residential, commercial, industrial and institutional; and (iv) physical attribute, such as address.

Article V
Stage IV Mandatory Water Shortage Condition

Section I: Compliance

In the event the County Manager issues a declaration of a Stage IV Mandatory Water Shortage Condition, then it shall be unlawful for any person, firm or corporation to use or permit the use of water from the Union County water system for any purpose hereinafter set forth until such time as the declaration of water shortage has been rescinded. In exercising the authority for declaring a water shortage condition, consideration shall be given, as applicable, to water storage levels and available sources of supply, available usable storage on hand, draw-down rates, the projected supply capability, outlook for precipitation, daily water use patterns and availability of water from other sources.

Section II

In the event (i) a Stage III Mandatory Water Shortage Condition is in effect and demand for water continues to exceed capacity of the water system or portions thereof; or (ii) Duke Power Company LLC, doing business as Duke Energy Carolinas, LLC, declares a Stage 4 Low Inflow Condition pursuant to the Comprehensive Relicensing Agreement for the Catawba-Wateree Hydro Project (FERC Project No. 2232) dated December 22, 2006, to which Union County is a party, thus compelling certain mandatory water use restrictions by Union County, then in either such event a Stage IV Mandatory Water Shortage Condition may be declared. In addition to the restrictions for Stage I, Stage II, and Stage III Water Shortage Conditions, the following restrictions shall also apply:

- a. Fire protection shall be maintained by drafting of ponds, rivers, etc..., wherever possible.
- b. The use of throw-away utensils and plates is encouraged and recommended at all eating establishments.
- c. It shall be unlawful to use water supplied by the Union County water system in the following manner:
 - (i) To induce water into any pool;
 - (ii) To use water outside a structure for any use other than an emergency involving a fire;
 - (iii) To operate an evaporative air conditioner which recycles water except during operating hours of business; and

- (iv) To use water for road construction practices, i.e. compaction and washing.

Article VI

Section I: Lifting of Restrictions Imposed During a Water Shortage

- a. Water Shortage Conditions will expire when the County Manager, after consultation with the Board of Commissioners and upon recommendation of the Director, deems that the condition which caused the water shortage condition has abated.
- b. The expiration or cancellation of a water shortage declaration shall be promptly and extensively publicized.

Article VII

Section I: Enforcement

- a. Compliance with the provisions of this Ordinance shall be enforced by personnel of the Union County Public Works Department, hereinafter referred to as "UCPW," independent contractors engaged by UCPW for such purpose, and such other personnel as designated by the County Manager.
- b. The use of water from the Union County water system by a customer in violation of any mandatory water conservation control imposed pursuant to this Ordinance is unlawful. For purposes of this Ordinance, the term "customer" shall mean any person or entity in whose name UCPW maintains an account for water use. Further, the refusal or failure of a customer or other person acting on the customer's behalf to cease immediately a violation of a water conservation control, after being directed to do so by a person authorized to enforce the provisions of this Ordinance, is unlawful. Each customer is responsible for any use of water that passes through the service connection associated with the customer's account or otherwise passes through the customer's private water system.
- c. Any customer who violates or permits the violation of any mandatory water conservation control imposed pursuant to this Ordinance shall be subject to civil penalties as follows: (i) a warning for the first violation; (ii) a civil penalty in the amount of one hundred dollars (\$100) for the second violation; (iii) a civil penalty in the amount of five hundred dollars (\$500) for the third and fourth violations; and (iv) a civil penalty in the amount of one thousand dollars (\$1,000) for the fifth and each subsequent violation. Each day that a violation of a mandatory water conservation control occurs or continues to occur after delivery of notice pursuant to subsection (g) below shall be considered to be a separate and distinct violation.

- d. Violations shall be accumulated by customers on a calendar year basis for purposes of accrual of civil penalties. For example, a second violation by a customer during a calendar year shall result in a civil penalty of one hundred dollars (\$100), but the next subsequent violation, if incurred by that same customer during the following calendar year, shall result in a warning for first violation. Notwithstanding the foregoing, the customer shall remain liable for payment of all civil penalties regardless of when accrued. Violations of any mandatory water conservation control of any stage shall accumulate with violations of other stages. Should a customer move, or cease and renew service, during a calendar year, the customer's violations shall continue to accumulate as if such move or cessation had not occurred.
- e. Each civil penalty associated with a second or third violation and assessed against a customer pursuant to this Ordinance shall be added to the customer's water bill and shall be paid in the same manner as the payment of water bills. A customer's partial payment of a water bill shall be applied first to satisfaction of the civil penalties. Failure to pay all or any portion of a water bill, including any civil penalty assessed pursuant to this Ordinance, by the due date indicated on the bill may result in the termination of water service.
- Each civil penalty associated with a fourth or subsequent violation and assessed against a customer pursuant to this Ordinance shall be added to the customer's water bill, but shall be payable within ten (10) calendar days of delivery of notice of violation. Failure to pay all or any portion of a civil penalty assessed pursuant to this Ordinance by the tenth day following delivery of the notice of violation shall result in termination of water service, unless such action is stayed pending appeal.
- f. The violation of any water conservation control or provision of this Ordinance may be enforced by all remedies authorized by law for noncompliance with county ordinances, including without limitation the assessment of a civil penalty and action for injunction, order of abatement or other equitable relief; provided, however, that no violation of any water conservation control or provision of this Ordinance shall be a basis for imposing any criminal remedy. The Board of Commissioners may release billing information, as such term is defined in N.C.G.S. 132-1.1(c), of customers who violate, or have violated, the provisions of this Ordinance, when the Board in its sole discretion and acting pursuant to N.C.G.S. 132-1.1(c)(2), determines that the release of such billing information during times of mandatory water conservation is necessary to assist Union County to maintain the integrity and quality of services it provides.
- g. UCPW shall send notice of first, second, and third violations to the customer by regular U.S. mail at the customer's billing address on file with UCPW. Such notice shall be deemed to have been delivered three days from the date mailed. In the event of a fourth or subsequent violation, UCPW shall send notice of intent to terminate water service by

regular U.S. mail and by certified mail, return receipt requested, to the customer's billing address on file with UCPW. Such notice shall be deemed to have been delivered on the earlier of (i) three days from the date of mailing by regular U.S. mail, or (ii) the date indicated on the return receipt.

h. The notice of violation shall specify the following:

- (i) The nature of the violation and the date and time it occurred;
- (ii) The method by which payment of any civil penalty may be paid, including a statement indicating that it will be included on the customer's next water bill;
- (iii) A warning that additional or continued violations may result in increased penalties, including termination of water service;
- (iv) A warning that failure to pay a water bill, including any civil penalty assessed pursuant to this Ordinance, may result in termination of water service;
- (v) The telephone number at UCPW where the customer may direct any questions or comments; and
- (vi) Information indicating the manner in which the customer may appeal a violation pursuant to Article VII, Section 1(i) or appeal a pending termination pursuant to Article VIII.

i. A customer who receives a notice of violation for a first, second, or third violation may appeal the violation by written notice to UCPW indicating through supporting documentation the factual basis for the customer's position that either (i) the violation was issued in error, or (ii) the customer had no opportunity to prevent the violation. The appeal must be delivered to UCPW at the specified address within fifteen (15) calendar days of delivery of the notice of violation. The Director or his/her designee shall conduct such review of the appeal as may be necessary to determine whether the documentation provided by the customer supports the customer's assertion that the violation was issued in error or the customer had no opportunity to prevent the violation. The Director or his/her designee shall respond in writing within twenty (20) business days of receipt of the appeal.

Article VIII

Section I: Discontinuance of Service

In addition to the payment of any civil penalty assessed pursuant to Article VII of this Ordinance, a customer shall be subject to termination or restriction of water service following four (4) or more violations of any water conservation controls imposed pursuant to this Ordinance. Water service will not be restored at such service connection until the customer pays all the customer's outstanding obligations, including, without limitation, all charges for water service, all civil penalties and other fees charged in accordance with the provisions of this Ordinance, and the current disconnect processing fee. In the event water service is terminated a

second time for violations pertaining to use of water obtained by the customer through an irrigation meter, service to such irrigation meter shall remain terminated for the remainder of the calendar year.

A customer who receives a notice of violation for a fourth or subsequent violation indicating that the customer's water service is subject to termination pursuant to this Article may appeal the pending termination by filing a written notice of appeal with the Director or his or her designee. The notice of appeal must be delivered to the Director or his/her designee within ten (10) calendar days from delivery of the notice of violation and must include a copy of the notice of violation being appealed. A hearing shall be held on such appeal within ten (10) business days of receipt of the notice of appeal, or by such other date as mutually agreed upon by the Director, or his/her designee, and the customer.

Article IX

The following shall apply at all times to the outdoor sprinkling of lawns, shrubbery, trees, flowers, gardens, and other outside irrigation systems. By January 1, 2008, all irrigation systems equipped with a timer shall be equipped with rain sensors as approved by UCPW. Rain sensors shall be activated to prevent the system from operating after one fourth (1/4) inch of rain has fallen.

Article X

UCPW is authorized to issue variances in accordance with this Article permitting any customer satisfying the requirements of this Article to use water for a purpose that would otherwise be prohibited by water conservation controls then in effect. During any period that declaration of a Stage II or Stage III Water Shortage Condition is in effect, UCPW may issue variances provided that each of the following conditions is satisfied: (i) the customer applies for a variance using forms provided by UCPW; (ii) the customer pays a variance registration fee in such amount as determined by the Director, not to exceed twenty-five dollars (\$25.00); (iii) the application pertains to a new lawn and/or landscape installed incident to new construction; (iv) the customer applies for a variance either before issuance of a certificate of occupancy or within ninety (90) days after issuance of a certificate of occupancy relative to this new construction; and (v) the customer submits with the application such supporting documentation as required by UCPW to substantiate that these conditions have been satisfied.

Upon receipt of a variance from UCPW, the customer may be permitted to water such newly installed lawn and/or landscape for a period not to exceed forty-five (45) days from the date of issuance of the variance. During the period that the variance is in effect, the customer shall post signage provided by UCPW to signify the customer's temporary exempt status from water conservation controls otherwise in effect. The customer shall post such sign within two (2) feet of the driveway entrance. In any variance issued pursuant to this Article, UCPW may impose such conditions and restrictions as are appropriate to require that water used from the

Union County water system be minimized to the extent practical. Variances issued pursuant to this Article shall terminate upon the earlier occurrence of the following: (i) forty-five (45) days from the date of issuance; or (ii) declaration by the County Manager pursuant to Article V, Section 1, of a Stage IV Mandatory Water Shortage Condition. In addition, the County Manager may direct that UCPW cease issuance of new variances in the event it is determined that further issuance will likely result in increased demand that will equal or exceed the treatment and/or transmission capacity of the system or portions thereof.

Any customer receiving a variance pursuant to this Article who violates the terms thereof shall be subject to a civil penalty pursuant to Article VII, Section I(c), and to revocation of the variance. Any person who has violated the terms of any variance issued pursuant to this Article or any mandatory water conservation control imposed pursuant to this Ordinance may be denied a variance, notwithstanding any provision of this Article to the contrary.

Article XI

Union County recognizes that irrigation systems utilizing water from the Union County water system should be properly maintained in order to maximize efficiency and prevent waste. During the period that a Stage II or Stage III Mandatory Water Shortage Condition is in effect, irrigation systems may be operated on such days and at such times as would otherwise be prohibited, provided that all of the following requirements are satisfied.

- a. Such operation must be incident to bona fide maintenance and/or repair of an existing irrigation system performed by a professional irrigation contractor in the business of performing such work. UCPW may require registration of such contractors, and may require on a given project that the contractor establish, to the satisfaction of UCPW, the need for such maintenance or repair.
- b. The irrigation contractor shall post signage provided by UCPW at the drive entrance to the property during such time, and only such time, that maintenance and/or repair services are being provided. Such signs shall be at all times the property of UCPW, and UCPW may charge a reasonable fee for provision of signs. The irrigation contractor shall not transfer, loan, or otherwise allow use of UCPW signs by anyone other than employees of the irrigation contractor and shall immediately report any lost or stolen signs to UCPW.
- c. The irrigation contractor shall remain on-site at all times while the irrigation system is in operation for maintenance and/or repair.

Any irrigation contractor who violates the requirements of this Article shall be subject to a civil penalty in the amount of five hundred dollars (\$500) and shall forfeit the opportunity afforded pursuant to this Article to provide maintenance and/or repair of irrigation systems during dates and times that watering is prohibited by a Stage II or Stage III Mandatory Water

Shortage Condition declaration. In the event an irrigation contractor fails to comply with these requirements, UCPW shall send notice of violation indicating imposition of the civil penalty and demanding return of the UCPW signs assigned to him. Such notice shall be sent by certified mail, return receipt requested, to the contractor's billing address on file with UCPW. An irrigation contractor who receives a notice of violation may appeal such decision by filing a written notice of appeal with the Director or his or her designee. The notice of appeal must be delivered to the Director or his/her designee within ten (10) calendar days from delivery of the notice of violation and must include a copy of the notice of violation being appealed. A hearing shall be held on such appeal within ten (10) business days of receipt of the notice of appeal, or by such other date as mutually agreed upon by the Director, or his/her designee, and the contractor.

Article XII

Section I: Severability

If any section, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to such section, subdivision, clause or provision so adjudged, and the remainder of this Ordinance may be declared valid once effective.

Article XIII

Section I: Effective Date

This Ordinance originally became effective on July 13, 1992. It was subsequently amended and restated effective on the following dates: (i) August 5, 2002; (ii) June 4, 2007; (iii) October 15, 2007; (iv) November 5, 2007; (v) April 7, 2008; and May 5, 2008. In addition, the Ordinance was amended without restatement on January 20, 2009.

This seventh amendment and restatement of this Ordinance shall become effective on May 6, 2009 (the "Effective Date"). The Ordinance is restated in this manner solely to facilitate review by the reader by obviating the need to integrate multiple documents. Any declaration of a Water Shortage Condition made prior to the Effective Date and not rescinded shall remain in full force and effect. Though amended, this Ordinance shall be deemed to be continuously in effect such that enforcement of violations committed prior to the Effective Date shall continue unaffected. Pursuant to Article VII, Section 1(d), the first violation by a customer committed on or after January 1, 2009, shall be deemed the first violation of the calendar year for purposes of accrual of civil penalties; provided, however, that the customer shall remain liable for payment of all civil penalties assessed but unpaid.

Adopted this the 6th day of April, 2009.

AMENDMENT TO WATER CONSERVATION ORDINANCE

WHEREAS, an amended and restated Water Conservation Ordinance was approved by the Union County Board of Commissioners on April 6, 2009; and

WHEREAS, the Board desires to modify the Ordinance to enable variances for newly installed replacement sod or natural ground cover within the parameters of an established lawn during any period that a Stage II Water Shortage Condition is in effect.

NOW, THEREFORE, BE IT ORDAINED BY THE UNION COUNTY BOARD OF COMMISSIONERS that the Water Conservation Ordinance is amended as set out below.

1. Delete Article X of the Water Conservation Ordinance as written, and replace with the following:

Article X

UCPW is authorized to issue variances in accordance with this Article permitting any customer satisfying the requirements of this Article to use water for a purpose that would otherwise be prohibited by water conservation controls then in effect.

During any period that declaration of a Stage II Water Shortage Condition is in effect, UCPW may issue variances provided that each of the following conditions is satisfied: (i) the customer applies for a variance using forms provided by UCPW; (ii) the customer pays a variance registration fee in such amount as determined by the Director, not to exceed twenty-five dollars (\$25.00); (iii) the application pertains to a new lawn and/or landscape installed incident to new construction, or to newly installed replacement sod, complete reseeding, or natural ground cover within the parameters of an established lawn; (iv) if pertaining to new lawn and/or landscape installed incident to new construction, the customer applies for a variance either before issuance of a certificate of occupancy or within ninety (90) days after issuance of a certificate of occupancy relative to this new construction; and (v) the customer submits with the application such supporting documentation as required by UCPW to substantiate that these conditions have been satisfied.

During any period that declaration of a Stage III Water Shortage Condition is in effect, UCPW may issue variances provided that each of the following conditions is satisfied: (i) the customer applies for a variance using forms provided by UCPW; (ii) the customer pays a variance registration fee in such amount as determined by the Director, not to exceed twenty-five dollars (\$25.00); (iii) the application pertains to a new lawn and/or landscape installed incident to new construction; (iv) the customer applies for a variance either before issuance of a certificate of occupancy or within ninety (90) days after issuance of a certificate of occupancy relative to this new construction; and (v) the

customer submits with the application such supporting documentation as required by UCPW to substantiate that these conditions have been satisfied.

Upon receipt of a variance from UCPW, the customer may be permitted to water such newly installed lawn and/or landscape, or such newly installed replacement sod, complete reseeding, or natural ground cover, for a period not to exceed forty-five (45) days from the date of issuance of the variance. During the period that the variance is in effect, the customer shall post signage provided by UCPW to signify the customer's temporary exempt status from water conservation controls otherwise in effect. The customer shall post such sign within two (2) feet of the driveway entrance. In any variance issued pursuant to this Article, UCPW may impose such conditions and restrictions as are appropriate to require that water used from the Union County water system be minimized to the extent practical. Variances issued pursuant to this Article shall terminate upon the earlier occurrence of the following: (i) forty-five (45) days from the date of issuance; or (ii) declaration by the County Manager pursuant to Article V, Section I, of a Stage IV Mandatory Water Shortage Condition. In addition, the County Manager may direct that UCPW cease issuance of new variances in the event it is determined that further issuance will likely result in increased demand that will equal or exceed the treatment and/or transmission capacity of the system or portions thereof.

Any customer receiving a variance pursuant to this Article who violates the terms thereof shall be subject to a civil penalty pursuant to Article VII, Section I(c), and to revocation of the variance. Any person who has violated the terms of any variance issued pursuant to this Article or any mandatory water conservation control imposed pursuant to this Ordinance may be denied a variance, notwithstanding any provision of this Article to the contrary.

2. Except as herein amended, the terms and provisions of the Water Conservation Ordinance shall remain in full force and effect.

Adopted this the 5th day of October, 2009.

Approved 7/20/2009

Minutes of the Special Meeting
Of the
Union County Board of Commissioners
June 25, 2009

The Union County Board of Commissioners met in a special meeting on Thursday, June 25, 2009, at 9:00 a.m. in the Commissioners' Conference Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina. The purposes of the special meeting were to: 1) approve ambulance user fees; 2) discuss water conservation measures; 3) approve a change order increasing the amount of the SC-Telcon Contract for the Communications Radio Project by \$30,000; and 4) go into closed session to consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3). The following were

PRESENT: Chairman Lanny Openshaw, Vice Chair Kim Rogers, and Commissioner Tracy Kuehler

ABSENT: Commissioner Allan Baucom and Commissioner A. Parker Mills, Jr.

ALSO PRESENT: Al Greene, County Manager, Lynn G. West, Clerk to the Board, Matthew Delk, Assistant County Manager, Jeff Crook, Staff Attorney, Keith Merritt, County Attorney, Kai Nelson, Finance Director, Ed Goscicki, Public Works Director, members of the press, and interested citizens

At approximately 9:05 a.m., Chairman Openshaw convened the special meeting. Prior to establishing the agenda for the meeting, the Chairman asked what amount of time would be required to cover the Water Conservation discussion. Mr. Greene responded that would be dependent upon the Board but indicated that staff could complete its presentation in approximately 10 minutes.

Chairman Openshaw moved that the Board proceed forward with the agenda as presented. The motion was passed by a vote of three to zero. Chairman Openshaw, Vice Chair Rogers, and Commissioner Kuehler voted in favor of the motion. Commissioners Baucom and Mills were not present.

1. Change Order Increasing the Amount of the SC-Telcon Contract for the Communications Radio Project by \$30,000:

Al Greene, County Manager, explained that in May an agreement was executed with SC-Telcon for the construction of three towers, all of which were related to the County's radio communications system. He stated that at the time of the execution of the contract, Motorola, who is responsible for designing the interior layout of the equipment in the equipment buildings, had not completed that design. Mr. Greene said that when the bid was awarded to SC-Telcon, the bid did not include the electrical wiring of the equipment buildings because the layout design was needed before the bids for the wiring could be obtained. He stated that Motorola has now completed the interior layout design, and the County has negotiated a change order to the contract with the County that would allow it to proceed with the wiring of the buildings in conjunction with the construction. He said that SC-Telcon's subcontractor has provided a bid of \$5,000 per equipment building (6 equipment buildings) for a net increase in the contract price of \$30,000.

Mr. Greene stated that it is recommended that the Board approve the Change Order to the SC-Telcon Contract in the amount of \$30,000 to be taken from the project's contingency. He noted that this would leave a remaining balance of approximately \$130,000 in contingency for the project.

Vice Chair Rogers asked if it had been noted on the contract at the time the bid was awarded that the electrical design was deleted from the award and whether the contract had been awarded with the understanding that the \$30,000 was included in the award. Barry Wyatt, General Services Director, responded that the County knew that the electrical design was not included in the contract, because Motorola had not completed its final equipment layout. Vice Chair Rogers repeated her question of whether or not the deletion of the electrical design had been noted when the contract was awarded. Mr. Wyatt confirmed that this notation had not been made at the time the contract was awarded.

Following the explanation, Commissioner Kuehler moved approval of Change Order 1 to the SC-Telcon Contract for the electrical wiring of \$5,000 per equipment building for the six buildings at a total cost of \$30,000, to be taken from the project contingency. The motion was passed by a vote of three to zero. Chairman Openshaw, Vice Chair Rogers, and Commissioner Kuehler voted in favor of the motion. Commissioners Baucom and Mills were not present.

2. Ambulance User Fees:

Al Greene, County Manager, explained that at the time the 2010 Budget Ordinance was adopted, it was in anticipation of additional revenue from user fees generated within the Emergency Medical Services system for services to offset the County's appropriation to Union EMS during the 2010 fiscal year. He said that the increase in user fees would require the user fees to be increased to 120 percent of the median of ambulance user fees charged in adjacent counties. He stated that Jeff Crook has had discussions with Union EMS as to the best way to accommodate that increase and as a result of those discussions, Mr. Crook has prepared a suggested motion to increase the fees, which was included in the agenda package for today.

Following the explanation, Vice Chair Rogers moved that the Board of Commissioners approve ambulance user fees at 120% of the median of those ambulance user fees charged in counties adjacent to Union County, such fees to become effective on or after July 1, 2009. The motion was passed by a vote of three to zero. Chairman Openshaw, Vice Chair Rogers, and Commissioner Kuehler voted in favor of the motion. Commissioners Baucom and Mills were not present.

3. Discuss Water Conservation Measures:

Vice Chair Rogers suggested that the order of Item 3 be discussed as follows:

- b. Review/Consultation Regarding Revised Conservation Declaration
- c. Consider Amendment to 2010 Budget Ordinance
- a. Discussion of Water and Sewer "Balance Sheet"

- b. Consider Amendments to 2010 Budget Ordinance**

The County Manager explained that Item b is a revised Declaration regarding Water Conservation Measures. He said that the Water Conservation Ordinance requires consultation with the Board before amending the Declaration.

He stated that the County is currently under Stage II of the Mandatory Water Conservation Restrictions. He said there are several of the conservation measures that are optional under various stages. He stated that it is recommended that the County remain in Stage II of the Mandatory Water Conservation Restrictions but to rescind the following measures:

1. Filling new swimming pools
2. Washing residential vehicle
3. Washing public buildings, streets, sidewalk and driveways
4. Using water for dust control during construction
5. Serving drinking water at restaurant except upon request
6. Conducting flushing or hydrant testing programs

Further, he noted that there are three conservation measures that are recommended to remain in effect as follows:

1. Using water from public or private hydrants for any purpose outside Union County other than emergency fire protection and bona fide farm purposes, as defined in Article II, Section III of the Water Conservation Ordinance.
2. Using water for any unnecessary purpose or wasting water
3. Two-day per week irrigation schedule as promulgated on January 28, 2009.

c. Amendment to 2010 Budget Ordinance

Mr. Greene stated that Item c would be a discussion regarding an Amendment to the 2010 Budget Ordinance. He explained that the utility rate structure is adopted each year in conjunction with the Budget Ordinance. He said that there are a number of tiers in the County's water rates depending on the Conservation Stage that the County is in. He stated that there are four levels in the inclining rate structure depending upon the severity of conditions and capacity constraints at any given point in time. Mr. Greene stated that currently the County is in Stage II Water Restrictions for conservation measures and billing purposes, which requires that the County charge the second inclining tier of the Stage II Water Restrictions in the water and sewer rate section of the budget ordinance.

He said that as part of the recommendation on the conservation measures, it is recommended that the County's rate structure be amended to provide that even though the County is in the Stage II Water Restrictions, the increased tier provision would be waived until May of 2010. He explained that this would allow a reduction in rates for higher consumption for residential use. He said that while the County would like to remain at two-day irrigation for a number of reasons, the staff thought that the punitive effect of the rates for those residents who choose to irrigate heavier on their two-day allotment could be relaxed.

Vice Chair Rogers asked if there is any County policy that prohibited the County remaining at the Stage II Water Restrictions and moving to the Stage I water rate structure. It was noted that there is no policy that would prohibit going to Stage I water rate structure while remaining in the Stage II Water Restrictions.

She requested that not serving drinking water at restaurants except upon request remain in effect in the water conservation restrictions. She said that she thought this was a good practice.

Commissioner Kuehler asked about the mechanism to amend the fees based on the actual future weather conditions. Mr. Greene explained that under the proposal, in May 2010, the Board would need to take action to continue to remain in Stage II Water Restrictions but not to charge the additional inclining rate. Mr. Crook responded that this was correct and advised the Board that should it want to amend the fees prior to May 2010, it could adopt another amendment to the budget ordinance.

Following the discussion, Vice Chair Rogers moved to approve the revised Conservation Declaration as recommended with the exception that the following restriction remain in effect: Serving drinking water at restaurants only upon request. The motion further included the adoption of an Amendment to the 2010 Budget Ordinance as recorded below.

DECLARATION

June 25, 2009

Following consultation with the Union County Board of Commissioners and the Public Works Director, a modification to the mandatory water conservation restrictions under the current Stage II Water Shortage Condition is hereby declared.

Recognizing an easing of the drought conditions that we have experienced for the past two years while also considering the capacity restrictions of our current water supply system, Stage II mandatory water conservation restrictions are amended as follows:

The following restrictions which have been in effect since January 28, 2009 are hereby rescinded:

- Filling new swimming pool

- Washing residential vehicle
- Washing public buildings, streets, sidewalk and driveways
- Using water for dust control during construction
- Conducting flushing or hydrant testing programs

Stage II mandatory water conservation restrictions that remain in effect are:

- Using water from public or private hydrants for any purpose outside Union County other than emergency fire protection and bona fide farm purposes, as defined in Article II, Section III of the Water Conservation Ordinance
- Using water for any unnecessary purpose or wasting water
- Two day per week irrigation schedule as promulgated on January 28, 2009
- Serving drinking water at restaurant except upon request

Al Greene
County Manager

AMENDMENT TO BUDGET ORDINANCE

The Union County Fiscal Year 2009-2010 Budget Ordinance is hereby amended as set forth below.

1. Section XI(B), WATER AND SEWER RATES, Monthly Service Charges. Add the following sentence after the table indicating Monthly Volume (Usage) Charges but before the double asterisk (**):

The imposition of additional monthly volume (usage) charges attributable to the declaration of various stages of water restrictions shall be suspended, such that the monthly volume (usage) charges for monthly gallons billed shall be equivalent to those indicated for Stage I, No Water Restrictions; provided, however, that such suspension shall become effective for all bills rendered on or after July 1, 2009, but before May 1, 2010; and provided further that the Union County Board of Commissioners may rescind or further modify this provision by amendment at any time, should conditions warrant.

2. Except as herein amended, the terms and conditions of the Fiscal Year 2009-2010 Budget Ordinance shall remain in full force and effect.

Adopted this the 25th day of June.

The motion was passed by a vote of three to zero. Chairman Openshaw, Vice Chair Rogers, and Commissioner Kuehler voted in favor of the motion. Commissioners Baucom and Mills were not present.

a. Discussion of Water and Sewer "Balance Sheet"

Prior to beginning the discussion on this item, Vice Chair Rogers suggested that Mrs. West, Clerk to the Board, try to contact Commissioner Baucom by telephone to determine whether or not he would be attending the remainder of the meeting. Mrs. West attempted to reach Commissioner Baucom by telephone but was unable to do so.

The Manager explained that over the past couple of years, there have been a number of factors that have had a dampening effect on the growth and revenues of the County's water and sewer system, i.e., capacity issues, drought issues, and the resulting conservation measures. He said that over the last month or so there have been more short-term implications for the expenses. He stated that most notably among those would be the Board's decision to move ahead with the issuance of the \$20 million in debt associated with the forward starting swap. Mr. Greene said that today the staff has consulted with the Board on an amendment to the Water Conservation measures and the Board has adopted an amendment to the 2010 Budget Ordinance. He explained that the impact of the Budget Ordinance amendment, while it is hard to model, is probably going to have an effect on the County's revenues. He said that this had led staff to the conclusion that it might be good to have a general discussion with the Board about the water and sewer fund, the balance sheet, and the potential need in the future to look at the rate structure. He recognized Kai Nelson, Finance Director, for comments.

In connection with the expense side of the ledger, Mr. Nelson stated that the Board would be having discussions soon with the City of Monroe in connection with partnership opportunities. He said that the staff feels that in advance of that discussion, there probably needs to be a discussion on the short-term Capital Improvement Program (CIP), those expenditures that are reasonably expected to occur within the next one to three years.

Mr. Nelson said that more of the major infrastructure projects, whether a regional water treatment for the Yadkin Pee Dee Basin or partnering with the City of Monroe on wastewater, are going to occur outside the one to three-year period. He stated that based on an initial review, it appears that with the water and sewer capital project ordinance and the \$20 million from the revenue bonds, there will be sufficient funds to cover most of the projects that will probably be in the near-term CIP, such as Anson County water improvements. Mr. Nelson said that staff does not anticipate within the next three years any additional debt issuance relative to the water and sewer system. He stated that clearly going beyond three years and in looking at the master plans, there are probably some significant amounts.

He discussed the annual debt service in connection with the \$20 million issuance and estimated that debt service to be approximately \$1.4 or \$1.5 million, which is currently not in the rate structure. He stated that the debt service on the lease payments for the additional two million gallons per day (mgd) for two years from Catawba is approximately \$100,000, which is also not in the rate structure. He addressed the impact of moving to the rate structure for Stage I - No Watering Restrictions. He explained that if it were assumed that water consumption remains the same, the impact would be approximately \$80,000 per month for approximately five months (due to irrigation). Mr. Nelson said that the combined impact of all of the decisions is approximately \$2 million. He stated that in connection with the 2010 budget, there is sufficient flexibility in that budget to address this issue but stressed on a long-

term basis (2011-2012), it demands a more comprehensive review of the revenues, consumption patterns, and expenses. He said that as he had indicated earlier in the discussion, he did not anticipate in the upcoming one to three years incurring any additional debt relative to capital projects.

Chairman Openshaw asked whether this allowed for the requirements needed for the Anson County water, which he said that he would like to have discussions about. Mr. Greene responded that staff has planned a workshop with the Board in the coming weeks to review the entire CIP process.

Mr. Nelson pointed out that roughly 80 percent of the County's customers never use more than 10,000 gallons per month. He said that 80 percent of the customers consume approximately 50 percent of the County's water and 20 percent of the customers consume the remaining 50 percent.

Chairman Openshaw questioned whether Pilgrim's Pride is included in the 20 percent. Mr. Nelson stated that he was referring to only the residential customers. Chairman Openshaw asked what percentage of the water is for non-residential use. Mr. Nelson responded that he would have to bring the answer to that question to Board at another time.

Ed Goscicki, Public Works Director, commented that the County has largely a residential customer base. Chairman Openshaw stated that he would like to know the amount allocated for Pilgrim's Pride.

Vice Chair Rogers referred to the \$80,000 in loss revenues as a result of going to Stage 1 rate structure. She asked if there was a reason why the restrictions would not be relaxed on the amount of watering to makeup for that loss in the short-term period. Mr. Greene responded that in effect, that was what was being done. He explained that there is an offsetting measure but that there is not really a method to predict the amount of offsetting there would be. She again asked about relaxing the watering restrictions at the present time since capacity is available now.

Chairman Openshaw responded that the peak day capacity would be the problem. Mr. Greene stated that there was concern about capacity, because it is unknown what the weather patterns will be in July or August. He said that if the County were to go to three-day irrigation, there is a concern if the rainfall does not continue, that the three-day irrigation would have to be reversed fairly quickly. He stated that it would take a month or more to sit down and logistically determine how to handle the three-day irrigation. He said that it is thought from the customer's standpoint with reasonable awareness with conservation measures, two-days per week

irrigation should be sufficient for most customers. He stated that from the staff's standpoint, the third day irrigation is seen more as a revenue producer.

Vice Chair Rogers said that all of her questions right now are driven by revenue and not by allowing three-day or four-day irrigation. She said that she understood what the Manager was saying that there would be some overhead associated with it. Mr. Greene said that there were other concerns that staff would like to model such as the two-day per week irrigation through the summer, so there will be better data to work with next year and in future years. He said that there is also a concern about changing the irrigation schedule too many times causing confusion for the customers. He stated that he thought the longer the two-day per week irrigation continued, the more effect it would have on the customers' mindset and awareness of conservation measures.

Vice Chair Rogers referred to the \$100,000 debt service on the lease payments for the additional two million gallons per day from Lancaster for approximately three years. She questioned whether the \$100,000 was on an annual basis. She asked about the cost analysis on the two million gallons per day capacity versus the \$100,000 debt service payment. She questioned the amount of revenue generated from the additional two million gallons per day to offset the \$100,000.

Mr. Greene responded that he believed it was nearly impossible to answer those questions, because it is not known how much more water will be allocated this fiscal year. Further, he said it is not known when projects would come online if water were allocated to new commercial projects and what the demand would be.

Vice Chair Rogers said, as she had understood it from the June 23, 2009, meeting, that the \$100,000 expense would be spread over the current customer base. Mr. Greene offered that one way of looking at the \$100,000 might be that there are approximately 40,000 customers, and each of those customers' prorated share of the \$100,000 per year would be less than one dollar per month.

Mr. Nelson noted that the County has not had a comprehensive rate analysis conducted for at least seven years. He said that the County did embark on a comprehensive review of its capacity and fees several years ago. He stated that effort had been terminated because there was not a capital improvement plan. He said that in the upcoming fiscal year, there are a number of decision points that the Board will need to take such as adopting a CIP and in connection with the CIP complete a comprehensive rate and capacity fee analysis.

Chairman Openshaw said that at the present time, the Board needed to look at the \$100,000 expense in connection with new projects and if a separate rate structure can be created for those customers until the Anson Water project is completed. Mr. Greene

suggested that staff be allowed to answer those questions during the future work session. He explained that there are a number of logistical and equity reasons why a separate rate structure for those customers might not be the best approach.

Vice Chairman Rogers said that she would like to look at some type of premium or a user fee in the future rather than altering the rate structure.

Mr. Nelson reiterated that in the coming months there are a number of decisions that the Board will have to make and staff understands that those decisions will be predicated on the appropriate work sessions. He stated that these decisions should take place within the next six months while the Board is comprehensively looking at the water and sewer system for the next three years, and the discussions should not be part of the budget discussions.

Mr. Nelson referred to his earlier statement that 80 percent of the County's customers use less than 10,000 gallons per month even seasonably. He said that at looking at rate adjustments since 1997, 80 percent of the customers are paying less in rates today in actual nominal terms than they did in 1997. He stated that there have been a number of rate adjustments over the years. He said that the County has been able to accomplish what it has in the utility system for the past 15 years through customer growth and through the 20 percent of customers who use 50 percent of the water. Mr. Greene added that the long-term implications of the 20 percent of the customers who use 50 percent of the water are very significant in terms of future capital costs.

Chairman Openshaw said at some point, he thought there should be a public information article spelling out the fact that the customers are paying less in rates now than they did in 1997. He stated that he received more calls on this issue during the budget discussions from residents on fixed incomes than he did on any other issue. He said that he thought a 3,000 gallons per month rate is something the Board probably should consider adjusting to no more than the rate of inflation, if at all.

Vice Chair Rogers requested a five-minute recess at 9:55 a.m. At approximately 10:00 a.m., the Chairman reconvened the special meeting and moved that the Board go into closed session to consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3) and to consider and receive advice concerning the following judicial action: Thomas J. P. Marsh vs. Union County Board of Adjustment, File No. 09 CVS 00030. The motion was passed by a vote of three to zero. Chairman Openshaw, Vice Chair Rogers, and Commissioner Kuehler voted in favor of the motion. Commissioners Baucom and Mills were not present.

The Board members remained in the Conference Room for the closed session. All persons not invited by the Board to remain in the closed session, left the Conference Room.

At approximately 10:20 a.m., in open session, Chairman Openshaw moved that the Board go out of closed session. The motion was passed by a vote of three to zero. Chairman Openshaw, Vice Chair Rogers, and Commissioner Kuehler voted in favor of the motion. Commissioners Baucom and Mills were not present.

With there being no further discussion for the special meeting, at approximately 10:20 a.m., Chairman Openshaw moved to adjourn the special meeting. The motion was passed by a vote of three to zero. Chairman Openshaw, Vice Chair Rogers, and Commissioner Kuehler voted in favor of the motion. Commissioners Baucom and Mills were not present.

RATE SCHEDULES

Water and Sewer Rates

(REVISED September 15, 2008)

NOTICE: Rates or fees listed are subject to change without prior notice.
Please call 704-296-4210 for verification.

MONTHLY SERVICE BILLING RATES

- Monthly Base Facility Charge (Fixed amount varies by meter size)
- Water Volume (Usage) Charge per 1,000 Gallons of metered usage
- Sewer Volume Charge based on per 1,000 Gallons of metered water usage
- Additional Fees (if applicable)

Monthly Base Facility Charge

Meter Size	Water	Sewer
	Monthly Amount	Monthly Amount
¾"	\$ 5.00	\$ 9.25
1"	\$ 12.60	\$ 23.31
1 ½"	\$ 25.05	\$ 46.34
2"	\$ 40.05	\$ 74.09
3"	\$112.70	\$208.50
4"	\$250.45	\$463.33
6"	\$350.60	\$648.61

(Residential accounts are normally ¾")

WATER Monthly Volume (Usage) Charge

Rates are based on the stage of water restrictions in force.

[Click here for Rates](#)

Non Residential Customers – Rate is \$2.45 per 1,000 Gallons of metered usage.

SEWER
Monthly Volume (Usage) Charge

Volume Charge Sewer - \$3.30 **

(based on per 1,000 Gallons metered water volume)

Sewer Cap Rates

A year round sewer billing cap for 12,000 gallons maximum per billing cycle is in effect for residential customers with a ¾" meter. The rate for sewer up to 12,000 remains at \$3.30 per 1,000 gallons.

** Fairfield Sewer - \$15.00 (base facility fee) plus \$4.35 per 1,000 gallons usage (example: billed for 4,400 gallons $4.4 \times \$4.35 = \$19.14 + \$15.00 = \34.14)

ADDITIONAL FEES

- **Late Fee** - \$5.00 (applied the following day after the due date)
- **Reconnection Fee** - \$50.00 (payable prior to service being restored)
- **Rental Service Charge** - \$25.00 (applied to new accounts)
- **Deposit** - \$50.00 (applied to renters/customers who do not own their home or customers that reside on a rental lot).



UNION COUNTY PUBLIC WORKS

Water Conservation Rates

CURRENT RATES

NO restrictions or modified restrictions	
<u>Monthly Gallons Billed</u>	<u>Rate/1,000 gallons</u>
0-3,000	\$2.10
3,001-8,000	\$2.45
8,001-10,000	\$3.45
10,001-15,000	\$5.45
Over 15,000	\$9.45

Stage II Water Restrictions

<u>Monthly Gallons Billed</u>	<u>Rate/1,000 gallons</u>
0-3,000	\$2.10
3,001-8,000	\$2.45
8,001-10,000	\$3.45
10,001-15,000	\$8.18
Over 15,000	\$14.18

Stage III Water Restrictions

<u>Monthly Gallons Billed</u>	<u>Rate/1,000 gallons</u>
0-3,000	\$2.10
3,001-8,000	\$2.45
8,001-10,000	\$3.45
10,001-15,000	\$13.63
Over 15,000	\$23.63

Stage IV Water Restrictions

<u>Monthly Gallons Billed</u>	<u>Rate/1,000 gallons</u>
0-3,000	\$2.10
3,001-8,000	\$2.45
8,001-10,000	\$3.45
10,001-15,000	\$19.08
Over 15,000	\$33.08

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 7, 2010

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

SUBJECT: Elderly or Disabled Property Tax Homestead Exclusion

DEPARTMENT: Legal

PUBLIC HEARING: No

ATTACHMENT(S):
Draft Resolution

INFORMATION CONTACT:
Jeff Crook

TELEPHONE NUMBERS:
704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Adopt Resolution and authorize Clerk to send to County's legislative delegation

BACKGROUND: During Commissioner Comments on May 17, Commissioner Baucom expressed concern about a disabled taxpayer whose income exceeded the eligibility limit for participation in the elderly or disabled property tax homestead exclusion. Because the taxpayer's income exceeded the limit by a small amount, he was not eligible for the exclusion which would have shielded 50% of the appraised value of his residence from property taxes. The Assessor's Office has determined that the reason for ineligibility was due to the fact that both the taxpayer and his spouse received the statutory cost-of-living increase in Social Security benefits. The income limit for the homestead exclusion increases annually by any cost-of-living adjustment made to benefits under Titles II and XVI of the Social Security Act. However, because the income of both spouses must be factored into the eligibility formula and the taxpayer's spouse received the same cost-of-living adjustment, the combined increase caused the taxpayer's income to exceed the statutory limit for participation. The Assessor's Office has no discretion in applying the statutory formula for eligibility. Therefore, the attached resolution would request that the General Assembly revise the income eligibility limit of G.S. 105-277.1 such that a qualifying owner is not made ineligible for the elderly or disabled property tax homestead exclusion solely on the basis of a cost-of-living adjustment in such owner's spouse's Social Security benefits.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**RESOLUTION TO RECOMMEND INCREASING THE INCOME LIMIT
IN ORDER TO
QUALIFY FOR ELDERLY OR DISABLED PROPERTY TAX HOMESTEAD EXCLUSION**

WHEREAS, it is provided pursuant to G.S. 105-277.1 that a permanent residence owned and occupied by a "qualifying owner" is designated a special class of property under Article V, Sec. 2(2) of the North Carolina Constitution such that the greater of \$25,000 or 50% of the appraised value of the residence is excluded from taxation; and

WHEREAS, a qualifying owner for the Elderly or Disabled Property Tax Homestead Exclusion is an owner who meets all of the following requirements as of January 1 preceding the taxable year for which the benefit is claimed: (i) is at least 65 years of age or totally and permanently disabled; (ii) has income for the preceding calendar year of not more than the income eligibility limit; and (iii) is a North Carolina resident; and

WHEREAS, the income eligibility limit is the amount for the preceding year, adjusted by the same percentage of this amount as the percentage of any cost-of-living adjustment made to the benefits under Titles II and XVI of the Social Security Act for the preceding calendar year, rounded to the nearest one hundred dollars; and

WHEREAS, the income eligibility limit for tax year 2010 is \$27,100; and

WHEREAS, for married applicants residing with their spouses, the income of both spouses must be included, whether or not the property is in both names; and

WHEREAS, it has come to the attention of the Union County Board of Commissioners that a taxpayer previously eligible for the Elderly or Disabled Property Tax Homestead Exclusion pursuant to G.S. 105-277.1 has been disqualified for tax year 2010 due to the 2009 cost of living increase to Social Security benefits; and

WHEREAS, the General Statutes provide for increasing the income limit for eligibility for the Elderly or Disabled Property Tax Homestead Exclusion on the basis of a single cost of living adjustment to Social Security benefits, but not for doubling the adjustment as would be needed to ensure the continued eligibility for married applicants.

NOW, THEREFORE, BE IT RESOLVED that the Union County Board of Commissioners hereby requests that the North Carolina General Assembly revise the income eligibility limit of G.S. 105-277.1 such that a qualifying owner is not made ineligible for the Elderly or Disabled Property Tax Homestead Exclusion solely on the basis of a cost-of-living adjustment in such owner's spouse's Social Security benefits.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 7, 2010

Action Agenda Item No. 10

(Central Admin. use only)

SUBJECT: EMS Extension Amendment

DEPARTMENT: Central Administration, Finance, Legal **PUBLIC HEARING:** No

ATTACHMENT(S):
(i) Draft Amendment
(ii) Redline of Exhibit E

INFORMATION CONTACT:
Al Greene
Kai Nelson
Jeff Crook

TELEPHONE NUMBERS:

704-283-3853
704-283-3533
704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Authorize County Manager to approve amendment extending emergency medical services by Union-EMS

BACKGROUND: Since 1997, emergency medical services in Union County have been provided by Carolinas Union Healthcare, Inc., doing business as Union EMS ("UEMS"), a subsidiary of the Charlotte Mecklenburg Hospital Authority. If approved, the attached Amendment would extend the current agreement for a two-year renewal term. It would also provide that the parties may cooperate in the transfer of delinquent accounts from UEMS to Union County for submission to the Debt Setoff Collection Program. This would enable collection of ambulance debts from State tax refunds otherwise payable to the debtor/service recipient.

It is provided in Section 2 of the Amendment that Exhibit E to the original agreement, pertaining to billing and collection processes, is replaced by a new Exhibit E. The attached redline version shows changes made to the original.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:

This Renewal and Amendment made and entered into on this the ____ day of _____, 2010, by and between UNION COUNTY, a political subdivision of the State of North Carolina (“County”) and CAROLINAS UNION HEALTHCARE, INC. d/b/a Union EMS (“UEMS” or “Corporation”), a subsidiary of the Charlotte Mecklenburg Hospital Authority, a North Carolina hospital authority, shall modify as indicated the Emergency Medical Services Agreement Between Union County and Carolinas Union Healthcare, Inc. dated April 21, 1997, subsequently amended on May 12, 1999, August 2, 2000, June 22, 2005, June 29, 2007, and June 22, 2009 (the “Agreement”).

WITNESSETH:

WHEREAS, by amendment dated June 22, 2009, the term of the Agreement was extended through June 30, 2010; and

WHEREAS, the parties desire to renew the Agreement for a period of two years ending on June 30, 2012; and

WHEREAS, UEMS and the County agree that the Agreement should be revised to enable the parties to cooperate in identifying debtors who owe money (delinquent debts) for ambulance services and who are due refunds from the North Carolina Department of Revenue; and

WHEREAS, the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) authorizes the setting off of certain debts owed to qualifying local agencies against tax refunds to satisfy such debts;

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

1. The Agreement is hereby renewed for a two (2) year renewal term commencing July 1, 2010, and continuing through June 30, 2012, unless earlier terminated as provided in the Agreement.

2. Exhibit E. Delete as written and insert therefor the following:

“Every effort will be made to collect for the services provided by Union Emergency Medical Services in a timely and professional manner. The mission of the EMS Billing and Collections Department/Contractor is to maximize cash flow into Union Emergency Medical Services through timely billing, follow-up, collections, and customer service. It is recognized that not all accounts are equally collectible. The County and Corporation recognize the importance in maintaining diverse and flexible billing and collection processes to maximize resources and reimbursement opportunities. The payer specific collection philosophies incorporated may include but are not limited to the following:

Self Pay accounts will receive multiple statements and telephone calls at periodic intervals followed by a final notice. If no payment is received after the final notice the account will be considered for either/or both:

- a. Placement with a collection agency
- b. Transfer of qualified debts of over \$50 to the County for submission to the NC Debt Setoff Collection Program via the authorized clearing house in accordance with NCGS Chapter 105A.

Commercial Insurance accounts will receive multiple statements and telephone calls at periodic intervals explaining the status of the account. The final statement will require payment from the responsible party. If not paid, the account will be considered for either/or both of:

- a. Placement with a collection agency
- b. Transfer of qualified debts of over \$50 to the County for submission to the NC Debt Setoff Collection Program via the authorized clearing house in accordance with NCGS Chapter 105A.

Medicare accounts receive no statements until denied or partial payment is received.

Medicaid accounts receive no statements. If denied, balance written off per Medicaid regulations.

The parties shall cooperate in determining which, if any, accounts will be transferred to the County for submission to the Debt Setoff Collection Program, but the Corporation agrees that final determination shall be made by the County. In the event the County elects to accept transfer of accounts for submission to the Debt Setoff Collection Program, the Corporation shall provide such administrative support as may be required by the County.”

3. Except as renewed and amended herein, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the year and day first written above.

ATTEST: UNION COUNTY

BY: _____
Lynn West, Clerk to the Board

BY: _____
Alfred Greene, County Manager

ATTEST: CAROLINAS UNION HEALTHCARE,
INC. d/b/a UNION EMS

BY: _____

BY: _____
Michael Lutes, President/CEO

Approved as to Legal Form _____

Legend

Blue Double Underlined Text – Added by UEMS to current Exhibit E

~~Red Strikeout Text~~ – Deleted by UEMS from current Exhibit E

Green Text – Text moved from within current Exhibit E

Purple Double Underlined Text – Added to UEMS Draft by Union County Legal

Exhibit E

Every effort will be made to collect for the services provided by Union Emergency Medical Services in a timely and professional manner. The mission of the Patient Accounting/EMS Billing and Collections Department/Contractor is to maximize cash flow into Union Emergency Medical Services through timely billing, follow-up, collections, and customer service. It is recognized that not all accounts are equally collectible. ~~In order~~The County and Corporation recognize the importance in maintaining diverse and flexible billing and collection processes to maximize resources; ~~the following and reimbursement opportunities.~~ The payer specific collection philosophies ~~will be~~ incorporated may include but are not limited to the following:

Self Pay accounts will receive ~~a total of four (4)~~multiple statements ~~on thirty (30) day and telephone calls at periodic~~ intervals followed by a final notice ~~within thirty (30) days of the last statement.~~ If no payment is received ~~in ten (10) days from date of~~after the final notice, ~~the~~ account will be considered for placement ~~either/or both:~~

- a. Placement with a collection agency
- b. Transfer of qualified debts of over \$50 to the County for submission to the NC Debt Setoff Collection Program via the authorized clearing house in accordance with NCGS Chapter 105A.

Commercial Insurance accounts will receive ~~a total of three (3) statements on thirty (30) day intervals each stating that insurance has been billed yet not paid~~multiple statements and telephone calls at periodic intervals explaining the status of the account. The final statement will require payment from the responsible party. If not paid, the account will be considered for placement ~~either/or both of:~~

- a. Placement with a collection agency
- b. Transfer of qualified debts of over \$50 to the County for submission to the NC Debt Setoff Collection Program via the authorized clearing house in accordance with NCGS Chapter 105A.

Medicare accounts receive no statements until denied or partial payment is received.

Medicaid accounts receive no statements. If denied, balance written off per Medicaid regulations.

~~Medicare accounts receive no statements until denied or partial payment received.~~

The parties shall cooperate in determining which, if any, accounts will be transferred to the County for submission to the Debt Setoff Collection Program, but the Corporation agrees that final determination shall be made by the County. In the event the County elects to accept transfer of accounts for submission to the Debt Setoff Collection Program, the Corporation shall provide such administrative support as may be required by the County.

Document comparison done by DeltaView on Thursday, May 27, 2010 3:58:46 PM

Input:	
Document 1	file://C:/Documents and Settings/crook/My Documents/Documents/EMS/TRANSFER/CONTRACT/AGENCY/CUH/FINAL/2010/Exhibit E (Current, in Word).doc
Document 2	file://C:/Documents and Settings/crook/My Documents/Documents/EMS/TRANSFER/CONTRACT/AGENCY/CUH/FINAL/2010/Exhibit E (As modified per UCLegal).doc
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	23
Deletions	13
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	38

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 7, 2010

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

SUBJECT: Consideration to sell 800 radios to Town of Stallings

DEPARTMENT: Communications **PUBLIC HEARING:** No

ATTACHMENT(S):
Copy of Loan Agreement
Copy of letter request radios return
Copy of inventory loaner

INFORMATION CONTACT:
Dawn Hinkel

TELEPHONE NUMBERS:

704-283-3550

704-507-0078

704-681-2746

DEPARTMENT'S RECOMMENDED ACTION: Approve recommend purchase for Town of Stallings to purchase loaner radios.

BACKGROUND: These 800 MHz radios were purchased through a Department of Homeland Security Grant in 2006. These radios were purchased in preparation of building out our infrastructure for 800 MHz radio system. After purchasing these radios, several agencies that border Mecklenburg County inquired about being able to utilize these radios on the Mecklenburg County/City of Charlotte system until which time our infrastructure could be completed. In March of 2007, Stallings Police Department, along with several other agencies, were loaned radios with a agreement signed with Union County. At the time of these loan(s) of radios, the allocation of all radios purchased had not been determined. Once allocation was determined a radio meeting was held in May 2009, the allocation list was distributed and again in October 2009 it was presented and noted that some agencies were loaned more radios than they are allocated. The allocation for all emergency responder agencies was determined based on a formula so that all agencies were able to receive a fair share; in that formula all agencies were given at least one mobile and one portable since radios could not be split.

Stallings Police Department was loaned 9 mobiles and 21 portables in March of 2007; as part of that agreement there was an option listed in bullet 3: "In the alternative, Union, in its sole discretion, may offer the Equipment to Agency for purchase, and Agency may purchase the equipment at a price mutually agreed to by the parties." In October / November 2009, when the infrastructure for Union County was almost complete, there was conversation with Stallings Police Department that the radios would need to be returned soon. On March 22, 2010 a letter was sent to Stallings Police Chief requesting the return of the loaned radios within 30 days along with a copy of the signed agreement. During a meeting with the Town of Stallings

officials, and at the Stallings Town Council meeting on May 24, 2010, they expressed interest in a price for purchasing the radios instead of a return. The purchase price of the mobiles was \$3,665 and the portables were \$2,550. Two Motorola dealers were contacted to determine life expectancy of the radios; mobiles are 9 1/2 to 14 1/2 years with portables 8 to 12 1/2 years.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



OFFICE OF THE COMMISSIONERS AND MANAGER

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

March 22, 2010

Chief Larke Plyler
Stallings Police Department
315 Stallings Road
P.O. Box 4030
Stallings, NC 28106

Re: Request for Return of Radio Equipment

Dear Larke Plyler:

In March of 2007, Union County and the Stallings Police Department entered into a Radio Use and Maintenance Agreement pursuant to which Union County loaned the Stallings Police Department certain radio equipment described more fully in the attachment to this letter (the "Equipment") for use in fulfilling mutual aid requests between Union County and surrounding jurisdictions. This agreement provided that the County could request the return of the Equipment at any time, and in such event, the Stallings Police Department would return the Equipment to the County in good working order within thirty (30) days of the County's request. The County entered into similar agreements with other local emergency service agencies for the loan of additional radio equipment.

Union County has been working on the development of radio system infrastructure that will function with the radio equipment loaned to the Stallings Police Department and the other local emergency service agencies. Thus, Union County would like to collect all of the loaned radio equipment, reprogram it, and then reallocate or retain it as the County sees fit. The County is therefore writing all of the outside agencies who received a loan of radio equipment, and requesting that it be returned.

Please accept this letter as the County's written request for the return of the Equipment loaned to the Stallings Police Department pursuant to the Radio Use and Maintenance Agreement signed by Stallings Police Department on March 5, 2007. In accordance with this agreement, please return all of the Equipment to the Union County Communications Department in good working order within thirty (30) days of the date of this letter. Any questions regarding the return of the Equipment should be directed to Dawn Hinkel at (704) 283-3550.

Thank you in advance for your cooperation with this request.

Sincerely,

Alfred W. Greene
County Manager

ATTACHMENT

Radio Use and Maintenance Agreement

Union County, through the Department of Homeland Security, ("Union") shall provide Stallings Police Dept. ("Agency") with radio equipment ("Equipment") described more fully below for use in fulfilling mutual aid requests between Union and surrounding jurisdictions. In exchange for Union's provision of the Equipment, Agency understands and agrees to the following conditions:

1. Agency shall maintain the Equipment in good working order at Agency's sole expense, to include but not be limited to: annual maintenance, programming, re-programming, and repair.
2. Agency shall replace the Equipment if the Equipment is lost, stolen, or damaged beyond repair, and shall maintain adequate property insurance to cover such replacement cost. Agency shall provide evidence of such insurance coverage to Union's Risk Manager upon Agency's receipt of the Equipment.
3. The Equipment shall remain the property of Union. Union may request return of the Equipment at any time, and in such event Agency shall return the Equipment to Union in good working order within thirty (30) days of Union's request. In the alternative, Union, in its sole discretion, may offer the Equipment to Agency for purchase, and Agency may purchase the Equipment at a price mutually agreed to by the parties.
4. If Agency violates this Agreement, Agency must immediately return the Equipment to Union in good working order.

Agency

Union

Larke Plyler, Chief of Police

Name and Title

[Signature]

Signature

3-5-07

Date

[Signature]

Witness

Amanda Helms, Operations Manager

Name and Title

[Signature]

Signature

3-7-07

Date

[Signature]

Witness

Equipment Description

Equipment Make & Model:

See attachment

Equipment Serial No(s):

see attachment

Stallings Police Radio Assignment

Portables			
S/N	Alias	Radio ID	
205CGV2079	SPD 804	708109	
205CGV2077	SPD 810	708107	
205CGV2074	SPD 811	708105	
205CGV2071	SPD 830	708103	
205CGV2067	SPD 831	708102	
205CGV2078	SPD 832	708108	
205CGV2080	SPD 840	708110	
205CGV2081	SPD 841	708111	
205CGV2072	SPD 842	708104	
205CGV2075	SPD 850	708106	
205CGT5329	SPD 851	708124	
205CGT5316	SPD 852	708118	
205CGT5317	SPD 860	708119	
205CGT5314	SPD 861	708116	
205CGT5324	SPD 862	708122	
205CGT5321	SPD 833	708121	
205CGT5313	SPD 843	708114	
205CGT5315	SPD 853	708117	
205CGT5320	SPD 863	708120	
205CGT5326	SPD 871	708123	
205CGT5312	SPD 872	708113	
Mobiles			
S/N	Alias	Radio ID	
500CGT2375	SPD 507	708101	
500CGT2370	SPD 607	708100	
500CGT2365	SPD 504	708127	
500CGT2363	SPD 604	708125	
500CGT2367	SPD 307	708193	
500CGT2376	SPD 407	708194	
500CGT2364	SPD 204	708126	
500CGT2379	SPD 205	708195	
500CGT2380	SPD 704	708196	

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 7 June 2007

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

SUBJECT: FY-2010 U.C.A.C. Grant Recommendations for ADA Projects from Parks and Recreation

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

ATTACHMENT(S):
Overview of Athletic Association ADA Grant Request with Advisory Committee Comments

INFORMATION CONTACT:
Bill Whitley

TELEPHONE NUMBERS:
704-843-3919

FY-2010 UCAC Funds Obligation Spreadsheet

Excerpt Information on Required Matching Funds

DEPARTMENT'S RECOMMENDED ACTION: Award the FY-2010 Union County Athletic Council Grants for Americans With Disabilities Act Projects as recommended by the Parks and Recreation Committee. Reappropriate the balance of the FY-2010 UCAC Funds in budget line 10-561372-5699 into the FY 2010-11 Budget for ADA Improvements/Upgrades.

BACKGROUND: The Board previously authorized the use of remaining UCAC Funds in the amount of \$34,362.07 to be redistributed to the athletic associations for ADA improvements. Additional funds have become available for this purpose, since the Porter Ridge Athletic Association did not seek their full allocation of grant funding for their FY-2010 UCAC Project.

Two ADA Grant requests from the Piedmont Recreation Association and the South Union Athletic Association were reviewed by Staff and the Parks and Recreation Advisory Committee. The Committee's recommendations are attached.

The Piedmont Recreation Association's (PRA) request is not recommended for approval because the association did not have the required cash match. The Board approved PRA's previous grant for purchasing a riding lawn mower without the required match with the stipulation that this would be considered in future grant requests.

The attached spreadsheet accounts for unobligated grant funds, considering previously approved requests and the Committee recommendations. The Porter Ridge Athletic Association's grant of \$34,306 that was tabled on Feb 15, 2010 due to the Board wanting a user-agreement with Union County Public Schools is also accounted for on the spreadsheet.

The Advisory Committee felt strongly that each Association should complete an ADA Audit of all their facilities and submit an application requesting funding from Parks and Recreation to assist in correcting problem areas. Although only two requests were received, the Committee believed that more organizations would have applied if they had the required matching funds. Due to the importance of ADA improvements, the Advisory Committee recommends that all remaining UCAC Grant Funds, approximately \$36,252.39, be reappropriated into the FY 2010-11 Budget for ADA Improvements/Upgrades.

FINANCIAL IMPACT: Sufficient funds are available in the FY 2009-10 budget to cover these proposed expenditures.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

2010 UCAC Grant Request Updates
For
South Union Athletic Association

FY-2010 Grant Request Overview

Name of Project: ADA Gym Parking

Project Narrative: Removal of cracked and broken walkways in front of SUAA gym, pour new walkways to allow access to gym, and put in (1) ADA approved van parking space and (4) ADA approved car parking spaces with approved signs and space striping. This will aid anyone with a special need to access the gym in accordance with ADA guidelines.

Grant Type:

- Acquisition Only Development New Construction
 Renovation Acquisition and Development

Are Safety Items Included in the Grant request? Yes (Explain) No

Explanation:

Site is located on:

- Land owned by Municipality Land owned by Athletic Association
 Land owned by School Other (Explain)

Note:

Certification that property acquired with Union County Grant assistance will be dedicated in perpetuity to public recreation uses and/or any development will be maintained and managed for public recreation use for a minimum of 25 years. *(See Questions 2 of Application: Certification by Athletic Association.)*

Association's Required Match: \$ 2900.00

County's Requested Match: \$ 4350.00

Does the application indicate that the required Association's Matching Funds are available for the requested matching County Funds? Yes No (explain below)

Comment:

Is the Association indicating an overmatch of funds? Yes No

Staff Comments / Recommendation:

Staff recommends approval of this project. However, the match should be a \$5:\$2 ratio. Staff would recommend funding as follows:

Association Share: \$2,071.43
County's Share: Not to Exceed \$5,178.57
Total Project Estimated Cost: \$7,250

Advisory Committee's Comments / Recommendation:

The Advisory Committee agreed that the project was noteworthy and agreed to fund the project with a maximum of \$5,178.57 of County Funds with a Association Match of \$2,071.43. The motion to support the project passed unanimously.

2010 UCAC Grant Request Updates
For
Piedmont Recreation Association

FY-2010 Grant Request Overview

Name of Project: ADA Field Improvements and Field Access

Project Narrative: The purpose of PRA constructing specific trails to specific field locations is mainly for wheelchair and handicap access. The sole purpose of PRA performing this project is for those in need of handicapped parking as well as having the mobility to reach any of our athletic fields. Currently we do not have the easiest access to all field locations and have had to transport vehicles next to fields in order for those to watch the children. This poses a few risks for spectators driving vehicles in areas where children/ others are walking. Furthermore, it poses a risk of vehicles being hit with stray balls, etc. In the past there was ample parking for handicapped vehicles: however, over time weather conditions have deteriorated those signs and they have become tattered. The purpose for extending parking areas is to give much more visible access for those in need. We will allow complete mobilization for each and every parking spot that is designated handicapped access to be able to access any field within its proximity.

Grant Type:

- Acquisition Only Development New Construction
 Renovation Acquisition and Development

Are Safety Items Included in the Grant request? Yes (Explain) No

Explanation:

Site is located on:

- Land owned by Municipality Land owned by Athletic Association
 Land owned by School Other (Explain)

Note:

Certification that property acquired with Union County Grant assistance will be dedicated in perpetuity to public recreation uses and/or any development will be maintained and managed for public recreation use for a minimum of 25 years. *(See Questions 2 of Application: Certification by Athletic Association.)*

Association's Required Match: \$ 0

County's Requested Match: \$ 14691.00

Does the application indicate that the required Association's Matching Funds are available for the requested matching County Funds? Yes No (explain below)

Comment:

Is the Association indicating an overmatch of funds? Yes No

Staff Comments / Recommendation:

Although this project is very noteworthy and needed, Staff does not recommend the requested funds for this project due to the fact that the "Association Match" is not available.

The association was recommended to receive \$9,000 to purchase a lawn mower without a required match already in FY-2010.

Advisory Committee's Comments / Recommendation:

After discussion, the Advisory Committee agreed with Staff's recommendation and made the motion not to recommend providing funds for the project since there was no "match money". The motion passed unanimously.

OVERVIEW OF ATHLETIC ASSOCIATION ADA GRANT REQUEST WITH ADVISORY COMMITTEE COMMENTS

Cover Sheet for Advisory Committee ADA Request Recommendations:

<u>Name of Association</u>	<u>Requested Amount</u>	<u>Advisory Committee's Recommended Funding</u>	<u>Comments</u>
Piedmont Recreation Association	\$14,691.00	\$ 0.00	Association could not provide matching funds as required.
<u>South Union Athletic Association</u>	\$4,350.00	\$5,178.57	Association provided incorrect numbers for County's funding for the \$7,250 project. Advisory Committee suggested that the County fund appropriate amount of project (\$5,178.57)

Please see next page for additional comments:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 7, 2010

Action Agenda Item No. 14
(Central Admin. use only)

SUBJECT: Amendment to Union County Personnel Resolution

DEPARTMENT: Personnel

PUBLIC HEARING: No

ATTACHMENT(S):
Union County Personnel Resolution:
Addendum #1

INFORMATION CONTACT:
Mark Watson

TELEPHONE NUMBERS:
704-283-3869

DEPARTMENT'S RECOMMENDED ACTION: Adopt the revised effective date of June 30, 2010 - July 31, 2010 for the Union County Personnel Resolution: Addendum #1.

BACKGROUND: A proposal is being made with the 2010-2011 recommended budget for reducing expenditures in light of decreasing revenues and a substantial, sustained decrease in the daily workload required to provide Tax Assessment Administration, Building Code Enforcement, Environmental Health Administration, and Deed Registry services.

The proposal will regrettably require the reduction of up to 13 full-time positions in the current workforce. Of the positions identified, 4 are currently vacant through attrition, 5 are currently occupied, and 2 are proposed to be eliminated upon the retirement of employees who have announced their intention to retire during the 2010-11 Fiscal Year. In addition, the potential exists for a reduction of 2 additional positions if BOCC approval is not granted for: 1) the Federal WIC funding allocation in the Health Department and 2) authorization to proceed with certain capital projects.

Positions were identified for reduction based on the type of service being provided and/or the amount of work currently being performed compared with workloads prior to the downturn in the local economy. The trend in reduced workloads is associated with specific job classifications and specific types of service.

Individuals occupying the effected positions were identified for reduction based on a combination of factors including: the status of their employment (eg. probationary, part-time, full-time) , the results of their most recent job performance evaluation, a review of any documented performance or conduct concerns, the level of certification and training held and

required to perform the essential job functions, and lastly, time in service.

On January 20, 2009, the Board of Commissioners adopted an amendment to the Union County Personnel Resolution: Article VII, Section 5: Reduction in Force and it's corresponding Addendum #1.

Addendum #1 provided for severance compensation to be paid employees separated due to reduction in force. This Addendum was originally adopted for a limited time and had a sunset date of July 1, 2009.

Due to the proposed elimination of 5 occupied, full-time positions and the potential for the elimination of at least 2 additional full-time positions, the Board's consideration to renew Addendum #1 for the period June 30, 2010 until July 31, 2010 is requested.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

PROPOSED REVISION

ADDENDUM # 1

SEVERANCE COMPENSATION FOR EMPLOYEES SEPARATED DUE TO REDUCTION IN FORCE AFTER JUNE 30, 2010, BUT BEFORE JULY 31, 2010

An employee who meets the following criteria shall be eligible for a severance payment in accordance with the terms of this Addendum to the Union County Personnel Resolution:

- (1) The employee is involuntarily separated from employment with the County after June 30, 2010, but before July 31, 2010, due to a reduction in force; and
- (2) The employee is (i) a full-time, permanent employee or (ii) a regular part-time employee; and
- (3) The employee is not on probationary status pursuant to Article IV, Section 10 of the Union County Personnel Resolution. (Employees subject to the State Personnel Act who have not reached career status pursuant to N.C.G.S. § 126-1.1 shall be eligible for a severance payment in accordance with the terms of this Addendum provided that they are not on probationary status pursuant to Article IV, Section 10 of the Union County Personnel Resolution and that they otherwise satisfy the eligibility criteria of this Addendum.)

The amount of severance to be provided under this Addendum shall be calculated as set forth on the following page. The County will deduct from such severance payments all applicable withholding taxes and any other mandatory deductions.

PROPOSED REVISION

<u>Hours Worked Annually</u>	<u>% of Standard</u>	<u>Years of Service Based on Most recent Date of Hire</u>	<u>Severance Hours to be Paid</u>	<u>Severance Health Insurance Stipend</u>	
2080	Standard	Less than 2 years	96	\$500.00	
2080	Standard	2 but less than 5 years	112	\$1,000.00	
2080	Standard	5 but less than 10 years	136	\$1,500.00	
2080	Standard	10 but less than 15 years	160	\$2,000.00	
2080	Standard	15 but less than 20 years	184	\$2,500.00	
2080	Standard	20 years or more	208	\$3,000.00	
2184	105%	Less than 2 years	101	\$500.00	
2184	105%	2 but less than 5 years	118	\$1,000.00	
2184	105%	5 but less than 10 years	143	\$1,500.00	
2184	105%	10 but less than 15 years	168	\$2,000.00	
2184	105%	15 but less than 20 years	193	\$2,500.00	
2184	105%	20 years or more	219	\$3,000.00	
1768	85%	Less than 2 years	82	0	
1768	85%	2 but less than 5 years	95	0	
1768	85%	5 but less than 10 years	116	0	
1768	85%	10 but less than 15 years	136	0	
1768	85%	15 but less than 20 years	156	0	
1768	85%	20 years or more	177	0	
1560	75%	Less than 2 years	72	0	
1560	75%	2 but less than 5 years	84	0	
1560	75%	5 but less than 10 years	102	0	
1560	75%	10 but less than 15 years	120	0	
1560	75%	15 but less than 20 years	138	0	
1560	75%	20 years or more	156	0	
1325	65%	Less than 2 years	62	0	
1325	65%	2 but less than 5 years	73	0	
1325	65%	5 but less than 10 years	88	0	
1325	65%	10 but less than 15 years	104	0	
1325	65%	15 but less than 20 years	120	0	
1325	65%	20 years or more	136	0	
1144	55%	Less than 2 years	53	0	
1144	55%	2 but less than 5 years	60	0	
1144	55%	5 but less than 10 years	75	0	
1144	55%	10 but less than 15 years	88	0	
1144	55%	15 but less than 20 years	101	0	
1144	55%	20 years or more	114	0	

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT
Meeting Date: 6-7-10**

Action Agenda Item No. 5/2
(Central Admin. use only)

SUBJECT: Approval of - System Safety Program Plan (SSPP)

DEPARTMENT: Transportation **PUBLIC HEARING:** No

ATTACHMENT(S): SSPP Plan and Referenced Policies **INFORMATION CONTACT:** Annette Sullivan

TELEPHONE NUMBERS:
704-292-2566
704-361-1494

DEPARTMENT'S RECOMMENDED ACTION: Approve plan as submitted

BACKGROUND: In September 2002 the NC Board of Transportation passed a resolution requiring that each transit system in the state have a "System Safety Program Plan". This resolution was driven by the use of Federal funding participation in the purchase of vehicles or property for transit systems. Utilization of those funds brings with it the requirement that systems maintain the property at a high level of cleanliness, mechanical soundness, and the highest practical level of safety and security in order to protect passengers, employees, revenues and property. The plan consists of "core" elements that guided us in creating a working document that addressed specific core elements which are: Driver/Employee Selection (ex: valid operator license, safe driving record); Driver/Employee Training (ex: DOT Minimum Standard of Training required training); Drug & Alcohol Abuse Programs (ex: policies, training, testing); Vehicle Maintenance (ex: safety devices maintained in operative condition therefore protecting the Federal interest in the property); Safety Data Acquisition/Analysis (ex: trends of accidents); and Security as transit drivers and other personnel must understand the need for vigilance in public transportation settings to prevent terrorism, deter crime and increase safety (ex: background checks on all transit employees).
During our recent Federal Compliance Review it was noted that our SSPP had not been approved by the Board of Commissioner's. As a resolution to this finding we are requesting that you approve this Transportation specific plan which will be reviewed annually and updated if deemed necessary.

FINANCIAL IMPACT: If plan is not approved our system will remain in noncompliance which could result in financial penalties in upcoming Federal and State grant funding.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 7, 2010

Action Agenda Item No. 5/3

(Central Admin. use only)

SUBJECT: Amendment to Procurement Policy

DEPARTMENT: General Services (on behalf of Transportation Department) **PUBLIC HEARING:** No

ATTACHMENT(S):
Proposed Amendment to Procurement Policy

INFORMATION CONTACT:

Jeff Crook
Barry Wyatt
Annette Sullivan

TELEPHONE NUMBERS:

704-283-3673
704-283-3868
704-292-2566

DEPARTMENT'S RECOMMENDED ACTION: Adopt Amendment to Procurement Policy

BACKGROUND: The North Carolina Department of Transportation, through its consultant RLS & Associates, Inc., has conducted a routine compliance review of the County's Transportation Department, a recipient of federal transit funds. The purpose of the review is to ensure compliance with State and federal requirements, and it is viewed as generally constructive in helping counties comply with the often complex federal regulatory provisions. In the review, several deficiencies were noted, among them a finding that the "Union County procurement policy does not contain some federal requirements including DBE requirements and use of the Excluded Parties List." Legal has determined that it would be impractical to attempt to include all federal procurement requirements in a local government procurement policy and has inquired about inclusion of a general statement requiring compliance with federal standards when federal funding is utilized. This approach has been approved by the audit firm.

Therefore, please find attached a proposed amendment to the County's Procurement Policy that requires compliance with federal procurement standards when necessary.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

AMENDMENT TO UNION COUNTY PROCUREMENT POLICY

Amend Section I by inserting the following at the end of the first paragraph:

Federally and State Funded Projects and Programs

In accordance with the provisions of the U.S. Office of Management and Budget (OMB) Circular A-102, entitled "Grants and Cooperative Agreements with State and Local Governments," and all related provisions and laws, all County Departments shall comply with all federal and state procurement regulations when procuring goods and services funded in whole or in part with any federal or state grant. Further, such regulations shall supersede all local purchasing provisions to the extent of any conflict. Without limiting the generality of the foregoing, purchases made by the Union County Department of Transportation with federal transit funds shall comply with the current version of FTA (Federal Transit Administration) Circular 4220.1.

All sub-recipient agencies receiving federal or state funds through the County of Union shall also comply with the federal or state granting agency procurement regulations, which supersede all local purchasing resolution provisions.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 7, 2010

Action Agenda Item No. 5/4a

(Central Admin. use only)

SUBJECT: Contract with Employment Security Commission for Work First Services

DEPARTMENT: Social Services
Central Administration

PUBLIC HEARING: No

ATTACHMENT(S):
Proposed Contract Renewal

INFORMATION CONTACT:
D. Dontae Latson, DSS Director
Matthew Delk, Asst. Manager

TELEPHONE NUMBERS:

(Latson) 704-296-4301
(Delk) 704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Authorize the Manager to renew contract with Employment Security Commission of North Carolina for Work First Services.

BACKGROUND: The Union County Department of Social Services contracts with the Employment Security Commission to provide employment placement services to DSS Work First clients. The Work First program is a state mandated program with the goal of helping clients become self-sufficient.

The Work First Program is specific to North Carolina. In 1996, Congress reformed the welfare system (the old Aid to Families with Dependent Children program). Under the old AFDC program, the states administered complex federal requirements in order to distribute aid to the poor. After 1996, the states had to design and administrate programs under a new federal block grant. The new federal program, "Temporary Aid to Needy Families" or TANF, set new criteria for each state to follow that emphasized the temporary nature of public assistance.

In 1997, North Carolina started the Work First Program. Work First redistributes the TANF block grant funds to each County DSS based on specified criteria. Union County currently administers \$1,636,961 in TANF funds, which is approximately 59% of our \$2,782,909 Work First budget.

Union County has very little discretion regarding local funding for the Work First program, however. NC counties are mandated by NCGS 108-A27.12, in addition to various rules,

regulations, and agreements to provide a budget for specific human services programs at a level equal to or higher than the previous year's budget for that program. This annual "Maintenance of Effort" requirement, or "MOE", is currently \$1,145,948 out of the total annual budget of \$2,782,909 for Work First in Union County. The remaining portion comes from TANF. If Union County does provide the MOE amount, then the County will not receive TANF funds, and may risk other legal problems.

The Board of Social Services and the County Commissioners have discretion regarding how Work First Services are delivered. The Union County program offers limited cash payments, job assistance programs, child care assistance, and may qualify the client for other programs such as Medicaid and the Food & Nutrition program. A key component of this program is the requirement for each client to sign an agreement that requires the client to work or participate in work-related activities. These adults must complete the requirements specified in their agreement each month before receiving benefits.

Union County contracts the operation of some Work First programs. Under the attached agreement, DSS contracts with the Employment Security Commission to provide an Employment Consultant. The Consultant provides general assistance, work registration, job development and placement, job search, and information services for DSS Work First clients. The Consultant's purpose is to refer and place these clients into jobs, and for those clients to eventually reach a point of self sufficiency.

FINANCIAL IMPACT: This total contract amount of \$47,578 comes from the County General Fund, and is budgeted as part of the County's MOE requirement explained above.

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

2487

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

Party/Vendor Name: Employment Security Commission
Party/Vendor Contact Person: Judy Carpenter Contact Phone: 704-283-7541
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: 1125 Skyway Drive City: Monroe State: NC Zip: 28110
Department: Social Services Amount: \$47,578
Purpose Employment Services for Work First clients
Budget Code(s) (put comma between multiple codes): 10553101-5630-1450

Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable]
TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: July 1, 2010
If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.
This document has been reviewed and approved by the Department Head as to technical content.
Department Head's Signature: [Signature] Date: 5-4-10

ATTORNEY

Approval by Board
Approval by Manager (less than \$20,000)
Approval by Manager per authorization of Board
Date of Board authorization: _____
Approval by Manager subject to authorization by Board
Date Board authorization requested: 6/7/10
Clerk to confirm authorization given _____
This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No
Attorney's Signature: _____
Date: _____

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
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: 5/10/10
OSS template but otherwise no requirement

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: _____

**Division of Social Services
State of North Carolina
Purchase Contract
ID # K90010**

Page 1 of 6

This Contract is entered into between the Department and the Provider identified on Attachment A. This contract shall consist of form DSS-2497, Attachment A (DSS-1292) and Budget (DSS-6844).

The Department will purchase specific services from the Provider as set forth in the Contract in order to make optimal use of the facilities, staff and programs of the Provider. This Contract is subject to the provisions of all applicable Federal regulations and State Policies.

Subject to its other provisions, the terms of this contract shall be in effect to and from the dates specified on Attachment A.

SECTION I: RESPONSIBILITIES

A. The Department will:

1. Determine client eligibility for service(s) in accordance with Federal and State regulations; and
2. Inform the Provider on Form DSS-1360 concerning the eligibility of each individual for the service, the period of time for which services are authorized, and any changes in the individual's eligibility status; and
3. Reimburse the Provider for service(s) purchased as described in Attachment A of this Contract for eligible clients; and
4. Keep the Provider informed of any alterations in and/or to the regulations governing the service program; and
5. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Department or any of its officers, employees, agents or representatives.

B. The Provider will:

1. Provide service(s) as specified in Attachment A of this Contract in accordance with applicable standards for the service(s); and
2. Furnish information to the Department as required to support the full cost of service(s) provided pursuant to this Contract; and

**Division of Social Services
State of North Carolina
Purchase Contract
ID # K90010**

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3. Comply with all State licensing standards, all applicable accrediting standards and any other standards or criteria established by the Division of Social Services to assure quality of services; and
4. Restrict the use or disclosure of information obtained in connection with the administration of North Carolina's programs for the provision of services concerning applicants for and recipients of those services to purposes directly connected with the administration of the service program; and
5. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to that Section, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds; and
6. Comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to that Title; and
7. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Provider or any of its officers, employees, agents or representatives.

SECTION II: RESPONSIBILITY FOR LIABILITIES

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents, or representatives arising out of this Contract.

SECTION III: TREATMENT OF ASSETS

Treatment of assets acquired under this Contract shall be subject to the following:

- A. Ownership of property purchased by the Provider under the terms of this Contract for which reimbursement by the Department is based upon the actual purchase cost of the property shall immediately vest with the Department of Human Resources upon such reimbursement.

**Division of Social Services
State of North Carolina
Purchase Contract
ID # K90010**

Page 3 of 6

- B. The North Carolina Department of Human Resources shall have no claim to property purchased by the Provider under the terms of this Contract for which reimbursement by the Department is based upon an approved depreciation schedule or use allowance.
- C. The Provider shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection and preservation of property purchased under the terms of this Contract to assure its continued availability.
- D. Property purchased under the terms of this Contract shall be used only for the performance of this Contract.

SECTION IV: RECORDS AND REPORTS

- A. The Provider agrees to maintain client records which date and document, in accordance with established policy, the service delivered for the individual, a valid authorization for service, program records, documents and other evidence which reflect program operations.
- B. The Provider agrees to furnish information to the Department, as requested, to support provision of service(s) pursuant to this contract and the full cost of the service; and submit changes, as needed or required, in this contract, Attachment A or approved supporting information for review and approval by the Department.
- C. The Provider agrees to maintain books, records, documents and other evidence and accounting procedures which reflect all direct and indirect costs expended under this Contract. A current, complete inventory of all equipment purchased under the terms of this Contract must be kept.
- D. The Provider agrees to retain all books, records and other documents relevant to this Contract for three years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Division of Social Services or the Department shall have the right to examine any of these materials. In the event the Provider dissolves or otherwise goes out of existence, records produced under this Contract will be turned over to the Department.

**State of North Carolina
Division of Social Services
Purchase Contract
ID # K90010**

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SECTION V: SUBCONTRACTING

The Provider shall not subcontract any of the work contemplated under this Contract without obtaining prior written approval from the Department. Any approved subcontract shall be subject to all conditions of this Contract. The Provider shall be responsible for the performance of any subcontractor.

SECTION VI: MAINTENANCE OF EFFORT

The Provider certifies that the funds to be used under this Contract do not replace or supplant, in any way, Federal, State or local funds for already existing services.

SECTION VII: MONITORING AND EVALUATION

- A. The Provider agrees to participate in program, fiscal and administrative monitoring or audits, making records and staff time available to federal, State, and county staff.
- B. The Provider agrees to take necessary steps for corrective action, as negotiated within a corrective action plan, for any items found to be out of compliance with Federal and State laws, regulations, standards and/or terms of this contract.

SECTION VIII: AMENDING THE CONTRACT

This contract in whole or in any part may be amended at any time:

- A. By the Department in the event that such amendment is necessary to comply with applicable laws, regulations, policies and standards; or by mutual consent of both parties.
- B. Each party to this contract will notify the other immediately in writing if an amendment becomes necessary due to alterations in the activities described in Attachment A or for any other reason.

SECTION IX: TERMINATION

- A. This Contract, in whole or in any part, may be canceled at any time:
 - 1. By any party, with cause, upon at least 30 days notice, in writing, and delivered by registered mail with return receipt requested or in person, or

**State of North Carolina
Division of Social Services
Purchase Contract
ID # K90010**

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2. By the Department in the event reimbursement to the Department is not available and/or continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services. The obligations of each party shall be terminated to the extent specified in the notice of termination, immediately upon receipt of the notice of termination from the Department, or
 3. By the Department in the event that the Division of Social Services/Department determines that the Provider is in violation of any or all of the terms of this Contract. The obligations of each party shall be terminated to the extent specified in the notice of termination immediately upon receipt of the notice from the Department, or
 4. By mutual consent of all parties.
- B. In the event of termination in part, all parties shall continue the performance of this Contract to the extent not terminated.
- C. If this Contract is terminated, in whole or in part, the Provider may be required to deliver and transfer Title or assignment of interest to the Division of Social Services or dispose of any property specifically produced or acquired for the performance of such part of this Contract as has been terminated, and the Provider shall, upon the direction of the Division of Social Services, protect and preserve property in the possession of the Provider in which the Division of Social Services has an interest.
- D. After receipt of a notice of termination, and except as otherwise directed by the Department, the Provider shall cease work under the Contract on the date, and to the extent specified, in the notice of termination. The Department shall pay the Provider the agreed upon amount for the delivery of services under the terms of this Contract up to the effective date of termination. Reimbursement shall not be made for equipment or supplies purchased after the notice of termination is received except as approved by the Department.
- E. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Department and attached to the Contract.

**State of North Carolina
Division of Social Services
Purchase Contract
ID # K90010**

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SECTION X: CONCLUSION

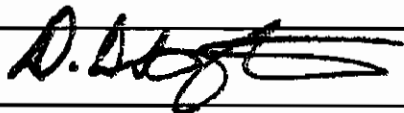
It is expressly understood and agreed that the services provided to eligible clients pursuant to this Contract shall consist exclusively of those services specified in the attached program description incorporated into this Contract as Attachment A.

It is further understood and agreed that the provision of services pursuant to this Contract shall be subject to the limitations and conditions contained in the laws, regulations, guidelines and plans cited in this Contract, and that this Contract is subject to renegotiation or revision to meet any new or revised rules, regulations, or policies that may be issued by the Department of Health and Human Services, or the North Carolina Social Services Commission, or the Department of Human Resources and that are communicated to the Provider.

PROVIDER

DEPARTMENT

By: _____
Title: _____
Date: _____

By: 
Title: Director
Date: 5-6-10

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

ATTEST

County: _____
Title: _____
Signature: _____
Date: _____

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY

PROVIDER: UNION COUNTY DSS ID#: K90010

EFFECTIVE THROUGH

PERIOD: 7/1/10 - 6/30/11

Part I - Estimated Expenditures

Object of Expenditure	Total Program Costs (1)	Non-Matchable Costs (2)	Total Matchable Costs (3)
A. Salaries	\$31,622.00		\$31,622.00
B. Fringe Benefits	\$10,187.00		\$ 10,187.00
C. Staff Dev. Services	\$		\$
D. Travel	\$ 1,500.00		\$ 1,500.00
E. Equipment Purchases Tangible Property	\$		\$
F. Transportation-Recipient	\$		\$
G. Medical Supplies And Expense	\$		\$
H. Cost of Space Non-Residential	\$		\$
I. Room and Board Residential Treatment	\$		\$
J. Service Payments	\$		\$
K. Other - Longevity	\$		\$
L. Indirect Costs	\$ 4,269.00		\$ 4,269.00
M. TOTALS:	\$47,578.00		\$47,578.00

Part II - Computation of Unit Cost or Individual Fixed Rate

A.	1.	Total Matchable Costs	\$ <u>N/A</u>
	2.	Less: Earned Income for Unit Cost Method	\$ <u>N/A</u>
	3.	Net Matchable Cost	\$ <u>N/A</u>

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY

PROVIDER: UNION COUNTY DSS ID#: K90010

**EFFECTIVE THROUGH
PERIOD: 7/1/10 - 6/30/11**

- B.** 1. Total Service Unit Capacity, or
2. Total Anticipated Utilization Capacity \$ N/A
- C.** Method of Computation or Source of Data
- D.** Estimated Unit Cost or Individual Fixed Rate:
\$ N/A per N/A.

**Part III - Distribution of Estimated Revenue
for Total Cost Reimbursement Method**

	(a) <u>Number</u>	(b) <u>Ratio</u>
A. Estimated Eligible and Matchable Cost		
1. Estimated Eligible Clients	<u>300</u>	<u>100 %</u>
2. Estimated Ineligible Clients	<u>0</u>	<u>0 %</u>
3. Total Clients	<u>300</u>	<u>100 %</u>
B. Eligible Costs		

(1) Matchable Costs [Part I, Line M, col.(3)]	(2) Less Earned Income	(3) Net Matchable Costs [B.(1) Less(2)]	(4) Estimated % of Eligible [A. 1. (b)]	(5) Cost Eligible for Financial Participation [B.(3) x (4)]
\$47,578.00	----	\$47,578.00	100%	\$47,578.00

Part IV - Additional Revenue and Fees

A. Program Costs	<u>Amount</u>	<u>Source of Funds</u>
1. Federal/State Funds		<u>Title IV-F</u>

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY
PROVIDER: UNION COUNTY DSS ID#: K90010 **EFFECTIVE THROUGH**
PERIOD: 7/1/10 - 6/30/11

			Source of Funds
2.	Local Matching Share	\$47,578.00	<u>County Budget</u>
			MOE
3.	Other Budgeted Funds	\$ _____	_____
4.	TOTAL REVENUE	<u>\$47,578.00</u>	

B. Fees (If Applicable)

1.	Administrative Fee	\$ ---	
2.	Certification Fee	\$ _____	
3.	TOTAL FEES	\$ _____	

Part V - Reimbursement Projections (For Title XX Providers Only)

Annual Projection	July-September Projection	October-June Projection
A. \$	B. \$	C. \$

Signed: _____

Provider/Authorized Official



 County Director of Designee

Date: _____

Date: 5-6-10

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY

PROVIDER: UNION COUNTY DSS ID#: K90010

EFFECTIVE THROUGH

PERIOD: 7/1/10 - 6/30/11

A. Salary Schedule

(1) Number Of Persons	(2) Position Or Title	(3) Pay Grade	(4) % Of Time	(5) # Of Mo. Employed	(6) Annual Salary	(7) Total Cost
1	Employment Consultant I		100 %	12	\$31,622.00	\$31,622.00
TOTAL - Salaries						\$ 31,622.00

B. Fringe Benefits

(1) Type	(2) Method of Computation	(3) Total Cost
FICA	7.65% x \$31,622	\$ 2,419.00
Health Ins.-Per Month	Annual Cost	\$ 4,527.00
Retirement	8.75% x \$31,622	\$ 2,767.00
Workman's Comp	0.75% x \$31,622	\$ 237.00
Unemployment Ins.	0.75% x \$31,622	\$ 237.00
TOTAL - Fringe Benefits		\$ 10,187.00

C. Staff Development - Service Funds Schedule

(1) Item	(2) Total Cost
	\$
	\$
TOTAL Staff Development - Service Funds	\$

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY

PROVIDER: UNION COUNTY DSS ID#: K90010

EFFECTIVE THROUGH

PERIOD: 7/1/10 - 6/30/11

D. Travel Schedule

(1) No. of Persons	(2) Position/ Title	(3) No. of Miles Mo.	(4) Rate Per Mile	(5) No. of Days	Daily Subsistence		(8) Total Cost
					(6) Rate	(7) Days	
1	Employment Consultant I	75 miles x 12 mos.	.50				450.00
1	Employment Consultant I	(Food & Lodging)			250.00	3	750.00
1	Employment Consultant I	(Registration)				2	300.00
TOTAL - Travel							\$1,500.00

E. Equipment - Tangible Property Schedule

(1) No. Of Units	(2) Item	(3) Cost Per Unit	(4) Total Cost
Total Equipment - Tangible Property			

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY

PROVIDER: UNION COUNTY DSS ID#: K90010

EFFECTIVE THROUGH

PERIOD: 7/1/10 - 6/30/11

F. Recipient Transportation Schedule

(1) Item	(2) Method of Computation	(3) Total Cost

I.A. Salaries

# Of Persons	Position Or Title	Pay Grade	% Of Time	# of Months Employed	Annual Salary

I.B. Fringe Benefits

Type	Method of Computation

Total Recipient Transportation

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY

PROVIDER: UNION COUNTY DSS ID#: K90010

EFFECTIVE THROUGH

PERIOD: 7/1/10 - 6/30/11

G. Medical Supplies and Expense Schedule

(1) Item	(2) Total Cost
Total - Medical Supplies and Expense	

H. Cost of Space - Non-Residential Schedule

(1) Item	(2) Total Cost
Total Cost of Space - Non-Residential	

I. Room and Board Costs - Residential Treatment

(1) Item	(2) Method of Computation	(3) Total Cost
Total Room and Board Costs - Residential Treatment		

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY

PROVIDER: UNION COUNTY DSS

ID#: K90010

EFFECTIVE THROUGH

PERIOD: 7/1/10 - 6/30/11

J. Service Payment Schedule

(1) No. Of Units	(2) Item	(3) Cost per Unit	(4) Total Cost
Total - Service Payment			

K. Other Expense Schedule

(1) Item	(2) Total Cost
Total - Other Expenses	

L. Indirect Cost Schedule

(1) Rate	(2) Rate Applied To:	(3) Amount Rate Applied To:	(4) Total Cost
13.50%	Totals of Direct Salary	\$31,622.00	\$4,269.00
Total - Indirect Cost			\$4,269.00

ATTACHMENT A

State of North Carolina
Division of Social Services
Contract Application

I. Contract Summary

A. This agreement is between the Union County Department of Social Services (heretofore and hereinafter referred to as the "Department") and the Employment Security Commission (heretofore and hereinafter referred to as the "Provider").

B. This agreement shall be in effect from July 1, 2010 to June 30, 2011.

C. Services to be Provided:

(1) Service	(2) Service Code	(3) No. Of Persons Served	(4) No. Of Units Of Service	(5) Definition Of Unit Of Service
Job Dev. and Placement	546	100	100	One Participant
Job Search	547	200	200	One Participant

Any additional services should be listed in III.-Service Program Description.

D. Area to be Served: Union County Work First/TANF Clients

E. Contract Identification:

1. Provider

- a. Name of Contract Administrator: Judy Carpenter, Office Manager
Telephone Number: (704)283-7541.
- b. Name of Program Contact Persons: Neldina Maynard
- c. Telephone Number: (704) 296-4331
- c. Program Name, Location and Mailing Address:

Employment Security Commission of North Carolina
1125 Skyway Drive, Monroe, North Carolina 28110.
- d. Additional Service Delivery Sites: None
- e. Status: Public
 Private, non-profit
 Private, for profit
 Individual
- f. Provider ID Number: K90010

2. County Department of Social Services

- a. Name of Contract Administrator: D. Dontae Latson, Director
Telephone Number: (704)296-4301
- b. Name of Services Program Contact Person: Linda Gaye
Telephone Number: (704)296-4380
- c. Address of County Department of Social Services:

Union County Department of Social Services
P.O. Box 489
Monroe, North Carolina 28111-0489

II. Fiscal Provisions

A. Amount of Reimbursement:

Reimbursement under the terms of this agreement will be limited to a maximum of:

\$47,578.00 TOTAL = \$_____ SSBG + \$_____ IV-B +
\$_____ RAP + \$_____ State + \$ 47,578.00 (MOE) County +
\$_____ Other (identify):

(Optional: County funds consist of \$_____ for _____ and \$
for _____) (funding source)
(funding source)

B. Method of Reimbursement:

1. For Purchase Contract (DSS-2497) Total and Unit Cost:

(X) a. Reimbursement will be made in accordance with the current budget approved by the Department and on file with both parties. The amount of reimbursement will be based on allowable expenditures made in behalf of eligible clients, determined in accordance with acceptable cost allocation methods. The Provider will report all expenditures made under the terms of the contract.

() b. Reimbursement will be made at a unit cost rate of \$_____ per unit of reimbursement delivered to eligible clients for an estimated number of units. The Provider will document total expenditures made under the terms of the contract to the Department within thirty days after the termination of this contract, or as instructed by the Department. Reimbursement which exceeds actual allowable cost will be adjusted to actual allowable cost.

2. For Vendor Agreements (DSS-2252) Fixed Rate Reimbursement will be based on:

() a. a standard fixed rate or

() b. an individual fixed rate

- c. Reimbursement will be made at a fixed rate of \$_____ per unit of _____ (define) for an estimated number of _____ units. Reimbursement will be based on the actual number of units delivered whether over or under the estimated number. If multiple components are being purchased, additional rates and units can be identified as follows:

C. Reimbursement Reporting:

1. Expenditures

The Provider will report expenditures monthly in accordance with policy set forth by the Controller's Office, Division of Social Services, issued via the Fiscal Manual. Expenditures are to be reported on the DSS Administrative Costs Report (Form DSS-1571, Part III). Reports are to be submitted to the Department by the 15th working day of the month following the month in which services were delivered. The Department will reimburse the Provider monthly, usually by check, upon receipt of a completed and correctly filed report. Errors will be corrected in the following month. Payment for services will be made within 10 business days of date of receipt of invoice.

2. Reporting for the Statewide Services Information System (SIS)

In addition to the Administrative Cost Report (DSS-1571, Part III), the Provider will submit to the Department the Monthly Report of Service Delivery (DSS Form 1571, Part IV). This should be submitted along with the Administrative Cost Report by the 15th working day of the month following the month in which services were delivered. The units reported in Column 12 of the 1571 Part IV are the units of service defined in Column 5 of I. C. of this Attachment. Service definition and reporting instructions are found in Family Services Manual, Volume VI, Chapter IV.

D. Audit Requirements

The Provider shall be responsible for compliance with the audit requirements of Department of Health and Human Services federal regulation 45 CFR Part 74, Administration of Grants, or State Administrative Procedures Manual for Federal Block Grant Funds, whichever is applicable.

These regulations stipulate that an annual audit be performed for the fiscal year in which contract funds were received.

1. NA
Private, Non-Profit if amount of reimbursement received is under \$1,000;
Private, for profit or individual

2. (Applicable to Private, Non-Profit Providers if reimbursement \$1,000 or over)

An annual audit is to be performed in accordance with OMB Circular A-110 by an "independent auditor." "Independent auditor" means either: (a) a state government auditor from the Department of Human Resources or the Department of Administration, Office of the State Auditor; or (b) a certified public accountant. Upon completion of the audit, a copy of the audit report must be forwarded to the Department.

3. (Applicable to Public Hospitals, Colleges, and Universities)

The annual audit must be performed in accordance with OMB Circular A-110. It is not necessary for the institution to program audits performed separately from an all-inclusive single audit which entails all revenues and expenditures of the public agency. However, it is the responsibility of the contractor to insure that the contract program is included in the institution's single annual audit.

A copy of the audit report must be provided to the Department upon completion of the annual audit.

4. (Applicable to State or Local Government Agencies)

An annual audit is to be performed in accordance with OMB Circular A-128 by an independent auditor. Upon completion of the audit, a copy of the audit report must be forwarded to the Department.

E. Client Fees for Service

- (X) 1. No fees will be charged to individuals determined to be eligible for services by the Department.
- () 2. The service(s) under contract with the Provider are services for which a client fee may be assessed. Policy regarding the assessment and collection of fees is contained in Family Services Manual, Volume VI, Chapter III. If a client is to be charged a fee, the Department will inform the Provider of the amount of the fee to be charged and of any subsequent changes by way of the Purchase of Service Referral and Authorization (DSS Form 1360). The Provider will establish a plan with the client for collecting the fee on at least a monthly basis; and when fees are not paid within ten days of the due date, will bill the client in writing and send a copy of the bill to the Department. NO OTHER FEES FOR SERVICES MAY BE CHARGED TO THE CLIENT. Client fees are to be reported on the Monthly Report of Service Delivery (DSS Form 1571, Part IV).

F. Management of the Funding/Matching Share Requirement

- () 1. A cash transfer of the matching share will be made to the Department in accordance with the terms specified in the Donation Agreement (DSS-1319).
- () 2. The Provider certifies through the contract budget attached to this contract that the matching share is available. Further, it is agreed that the Provider will report all program costs incurred each month relating to this contract on the DSS-1571. However, reimbursement will be limited to the federal/state financial participation rate.
- (X) 3. The Department is providing the match.

G. Provider Fees (For Purchase Contracts Only)

- () 1. The Provider agrees to pay the Department/Division up to \$ Administrative Fee as payment in full for the administration of the contract. The amount of the fee is five percent of the matching share contributed by the Provider.
- () 2. The Provider agrees to pay the Department up to \$_____ Certification Fee as payment is full for the determination and certification of client eligibility. The amount of the fee is five percent of the matching share contributed by the Provider.
- N/A Monitoring and Certification Fees, when applicable, will be deducted from the amount to be reimbursed.

III. Service Program Description

The Union County Department of Social Services (DSS) is contracting with the N.C. Employment Security Commission (ESC) for the services of an Employment Consultant I. The contract period will begin July 1, 2010 thru June 30, 2011. The ESC Consultant will continue to provide either totally or in part the following services.

- 1) Work Registration
- 2) Job Development and Placement
- 3) Job Search
- 4) Information Services

1) Work Registration

ESC will register all Work First/TANF work eligible adults who are assessed as ready to engage in job search. The intent of registering for work is to have an evaluation by ESC staff to assess job readiness acutely and make appropriate referrals. The registration could result in an immediate job referral.

2) **JOB DEVELOPMENT AND PLACEMENT**

The ESC Consultant will provide the following activities as part of the Job Development and placement service.

- a) Research the local labor market to identify employment trend and job opportunities for the purpose of job development and placement using ESC web-site and the local Chamber of Commerce.
- b) Select employers to target for referrals based on the local labor market demand and the qualifications of Work First/TANF participants. Visit at least four employers monthly.
- c) Educate employers about the Work First/TANF Program in order to develop training opportunities for Work First/TANF participants and to mobilize support. This will be accomplished through presentations to employers and employer organizations, the distribution of materials, employer visits (minimum 4 monthly), promotional telephone contacts and extending invitations to the Work First Task Force meetings.
- d) Develop, monitor, and foster relationships with employers in the community. Solicit new job slots and interviews for Work First/TANF participant from public and private employers.
- e) Once the placement has been made, the ESC Employment Consultant will follow-up with the employer on a monthly basis for the remainder of the 1360 contract period to discuss the Work First/TANF participant's employment.
- f) Assist in facilitating Job Fair.

PERFORMANCE EXPECTATIONS RELATING TO
JOB DEVELOPMENT AND PLACEMENT

The ESC Consultant will be expected to enable participants to be employed full-time after participating in Work First/TANF activities. The salary goal for each job placement will be at least one dollar above the minimum hourly wage. This should average 35 or more hours per week during the twelve months.

3) **JOB SEARCH**

The ESC Consultant will provide the following activities as part of the Job Search activity per Work First/TANF eligibility which is limited to four consecutive weeks per participant and a maximum of ten weeks. The ESC Consultant will manage the participation of each participant.

- a) Continue to assist in the development of Job Search activities to include such things as participant personal development through weekly group classes.
- b) Establish an intense and structured plan for Job Search participants.
- c) Will meet with each individual Job Search participant once a week, unless special request by social worker. Will be responsible for working with tracking and verifying job search participants' employer contacts weekly. Will verify participant employment hours if requested by the Social Worker.
- d) Social Workers will be notified weekly of the Work First/TANF participant's progress via 1360 or in person. This will be due weekly with timecards. All timecards will be completed by the ESC Worker. This worker will track participation until notified by 1360 to stop.
- e) The ESC Consultant will notify Social Workers, in writing immediately, when a client misses their appointment on the same day.

- f) The ESC Consultant will notify the Work First/TANF Social Worker in writing, using employment form within five days when a participant begins employment. This will include the start date, name of employer, number of hours/weeks scheduled, type of work and salary. The Social Worker will notify the ESC Consultant via the 6904 when participant becomes employed. This also shall include information as stated above.
- g) Provide intense support to participants as they begin and achieve their employment goals. This will include arranging interviews, submitting resumes, completing applications, reviewing, interviewing tips, and getting individuals hired. All Job Search participants will attend weekly Job Search classes conducted by the ESC Worker.
- h) Notify employers of Social Worker support

The ESC Consultant will be expected to provide intense and structured job search for each participant. He/she will need to serve at least 200 participants in Job Search and First Stop during this contract period.

4) **Information Services**

The ESC Consultant will assist the assist the agency with any UIB claims through ESC. This position will be available to answer questions, provide clarification concerning ESC services to DSS staff.

SERVICE PROVIDER EXPECTATIONS

The ESC Consultant will have a basic understanding of the DSS Programs along with the knowledge and skills necessary to perform the above named services. It is expected that the ESC Consultant will abide by the philosophy of the DSS Programs to provide the opportunities and resources to motivate and encourage parents to obtain the education and skills needed to become and remain employed. The ESC Consultant while stationed at DSS will spend 100% of their time providing services to DSS participants, with the main focus being Work First. The Consultant will attend a weekly meeting at the Employment Security Commission for staff meetings. The ESC Consultant will work as a team member of the Work First/TANF Units by aiding in activities such as the Job Fair, workshops, etc.

REPORTS

The ESC Consultant will be responsible for completing and keying a Daily Report (DSS-4263) each Monday by 12:00.

The ESC Consultant will be responsible for turning in time cards to the Social Workers on a weekly basis. The Social Workers will be notified if the client fails to keep their appointment or turn in their time card.

The ESC Consultant will complete monthly reports of activity and submit it to the WF Supervisor.

Only DSS clients will be served under this contract. Referrals from Work First Unit/TANF to the ESC Consultant will be made (via the Union Co. 1360) and shall be documented in the Work First/TANF participant's case record. The ESC Consultant will share case records with the Work First/TANF staff.

STAFF DEVELOPMENT TRAINING

The ESC Consultant may attend related workshops and/or conference during the course of the contract period. The meals, lodging expenses, and registration fees are included in the DSS-6844 (Purchase Contract Budget).

PROGRESS REPORTS

Weekly conferences will be held between the ESC Consultant and the Work First/TANF Staff. The purpose of these meetings will be to track progress on goals and to reinforce involvement with the overall program. The ESC Consultant will be responsible for reporting progress and discussing specific case needs with the Work First/TANF staff. Contact with clients will be documented.

LEAVE

The Department will only reimburse for leave earned during the period covered by this contract. Accrued leave will not be reimbursed to Provider for the service of an ESC Employment Consultant unless the Provider can provide a qualified substitute while the person is out. This means Department will reimburse 8 hours of sick leave and 7.8 hours of vacation leave per month during the fiscal year July 1, 2010 - June 30, 2011. Any other leave will be the responsibility of the Provider. Department will also not cover time the person might be out on family medical leave unless there is a substitute provided by the Provider.

SUPERVISION

The ESC Consultant will be an employee of the Provider and not the Department. The Work First/TANF Social Work Supervisor will supervise the daily activities and the performance of the ESC Consultant's duties. The Department will continue to provide office space, desk, chair, supplies and telephone. Close contact will be made between the Job Link Manager and Work First Supervisor.

MAINTENANCE OF EFFORT

Provider certifies that the above named services are not otherwise available on a non-reimbursable basis. Provider understands that they must comply with the maintenance of effort level requirements in that they must maintain their pre-existing level of services (effort) to TANF recipients without cost to the Work First/TANF Programs. It is also understood by both parties that Work First/TANF funds will only be used to provide services for Work First/TANF participants.

Continuation of this contract will be based on performance, documented need and the availability of funds.

EMPLOYMENT SECURITY COMMISSION OF NORTH CAROLINA

MEMORANDUM

March 17, 2010

TO: Judy Carpenter, Manager, Monroe Local Office
FROM: Joy Parks, ES Operations Analyst, Finance & Budget
SUBJECT: Estimated PY10 Cost Projection
 Original Revised

(1) LOCAL OFFICE MONROE		(2) COUNTY UNION	(3) CONTRACT PERIOD July 1, 2010 - June 30, 2011	
(4) EMPLOYEE NELDINA MAYNARD			(5) POSITION TITLE EMPLOYMENT CONSULTANT I	
(6) POSITION 1.00	(7) JOB LOCATION <input type="checkbox"/> ESC LOCAL OFFICE <input checked="" type="checkbox"/> DSS <input type="checkbox"/> OTHER		(8) CODING 05909 - 4538	

Part 1 - Estimated Expenditures

OBJECT OF EXPENDITURE	TOTAL PROGRAM COSTS (1)	NON-MATCHABLE COSTS (2)	TOTAL MATCH COSTS (3)
A. Salaries	\$31,622		\$31,622
B. Fringe Benefits	\$10,187		\$10,187
C. Staff Development - Services			
D. Travel	\$1,500		\$1,500
E. Equipment Purchases - Tangible Property			
F. Transportation - Recipient			
G. Medical Supplies and Expense			
H. Cost of Space-Non-Residential	\$0		\$0
I. Room & Board - Residential Treatment			
J. Service Payments			
K. Other	\$0		\$0
L. Indirect Cost	\$4,269		\$4,269
M. TOTAL COSTS	\$47,578	\$0	\$47,578

- The Agency's Indirect Rate for 2009/2010 is 13.50%. Indirect rate for 2010/2011 has not been determined.
 - Effective January 1, 2010, the standard business mileage rate set by the IRS is \$.50/mile.

**DETAIL OF COST PROJECTION
MONROE/UNION COUNTY DSS**

	RATE	AMOUNT
<u>SALARIES</u>		
Annual Salary		\$31,622
Estimated Legislative Increase	0%	\$0
Longevity	0.00%	\$0
Percentage of time worked	100%	
SALARIES TOTAL:		\$31,622

<u>FRINGE BENEFITS</u>		
FICA	7.65%	\$2,419
UI	0.75%	\$237
WC	0.75%	\$237
State Retirement	8.75%	\$2,767
Health Insurance - Annual Cost	\$4,527	\$4,527
FRINGE BENEFITS TOTAL:		\$10,187

<u>TRAVEL</u>	\$1,500
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<u>COST of SPACE - NON-RESIDENTIAL</u>	\$0
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<u>OTHER</u>		
Postage		\$0
Supplies		\$0
Communications		\$0
Equipment Maintenance		\$0
Premises Expense		\$0
Miscellaneous		\$0
OTHER TOTAL:		\$0

<u>INDIRECT</u>	13.50%	\$4,269
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GRAND TOTAL:		\$47,578
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**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 7, 2010

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

SUBJECT: Contract with South Piedmont Community College for Work First Services

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

ATTACHMENT(S):
Proposed Contract

INFORMATION CONTACT:
D. Dontae Latson, DSS Director
Matthew Delk, Asst. Manager

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

DEPARTMENT'S RECOMMENDED ACTION: Authorize the Manager to renew contract with South Piedmont Community College for Work First Services in the amount of \$56,029.62.

BACKGROUND: The Union County Department of Social Services contracts with South Piedmont Community College to provide educational services to DSS Work First clients. The Work First program is a federally mandated program with the goal of helping clients become self-sufficient. Under this agreement, DSS contracts with SPCC to provide a Human Resources Development Coordinator.

The Work First Program is specific to North Carolina. In 1996, Congress reformed the welfare system (the old Aid to Families with Dependent Children program). Under the old AFDC program, the states administered complex federal requirements in order to distribute aid to the poor. After 1996, the states had to design and administrate programs under a new federal block grant. The new federal program, "Temporary Aid to Needy Families" or TANF, set new criteria for each state to follow that emphasized the temporary nature of public assistance.

In 1997, North Carolina started the Work First Program. Work First redistributes the TANF block grant funds to each County DSS based on specified criteria. Union County currently administers \$1,636,961 in TANF funds, which is approximately 59% of our \$2,782,909 Work First budget.

Union County has very little discretion regarding local funding for the Work First program,

however. NC counties are mandated by NCGS 108-A27.12, in addition to various rules, regulations, and agreements to provide a budget for specific human services programs at a level equal to or higher than the previous year's budget for that program. This annual "Maintenance of Effort" requirement, or "MOE", is currently \$1,145,948 out of the total annual budget of \$2,782,909 for Work First in Union County. The remaining portion comes from TANF. If Union County does provide the MOE amount, then the County will not receive TANF funds, and may risk other legal problems.

The Board of Social Services and the County Commissioners have discretion regarding how Work First Services are delivered. The Union County program offers limited cash payments, job assistance programs, child care assistance, and may qualify the client for other programs such as Medicaid and the Food & Nutrition program. A key component of this program is the requirement for each client to sign an agreement that requires the client to work or participate in work-related activities. These adults must complete the requirements specified in their agreement each month before receiving benefits.

Union County contracts the operation of some Work First programs. Under the attached contract, DSS contracts with SPCC to provide a Human Resources Development Coordinator. The Coordinator provides educational services, such as GED completion programs, to clients required to take the classes. The purpose of the classes is to help the clients meet basic employment criteria. The classes are delivered at DSS.

FINANCIAL IMPACT: The total contract amount of \$56,029.62 comes from the County General Fund, and is budgeted as part of the County's MOE requirement explained above.

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

2488

Party/Vendor Name: South Piedmont Community College

Party/Vendor Contact Person: Linda Kappaus Contact Phone: 704-289-8588

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

Address: 4209 Old Charlotte Hwy City: Monroe State: NC Zip: 28110

Department: Social Services Amount: \$56,029.62

Purpose: Educational Services to Work First Participants

Budget Code(s)(put comma between multiple codes): 10553101-5699-1450

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

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: July 1, 2010

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

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

Department Head's Signature: [Signature] Date: 5-3-10

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: 6/7/10

Clerk to confirm authorization given

Use Standard Template

RISK MANAGEMENT

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

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

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

Risk Manager's Signature: [Signature] Date: 5/10/10

INFORMATION TECHNOLOGY DIRECTOR

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

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

IT Director's Signature Date: _____

BUDGET AND FINANCE

Date Received: _____

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

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

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

Notes: _____

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

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

Finance Director's Signature: _____ Date: _____

CLERK

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

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

COUNTY MANAGER

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

County Manager's Signature: _____ Date: _____

**Division of Social Services
State of North Carolina
Purchase Contract
ID # K90010**

Page 1 of 6

This Contract is entered into between the Department and the Provider identified on Attachment A. This contract shall consist of form DSS-2497, Attachment A (DSS-1292) and Budget (DSS-6844).

The Department will purchase specific services from the Provider as set forth in the Contract in order to make optimal use of the facilities, staff and programs of the Provider. This Contract is subject to the provisions of all applicable Federal regulations and State Policies.

Subject to its other provisions, the terms of this contract shall be in effect to and from the dates specified on Attachment A.

SECTION I: RESPONSIBILITIES

A. The Department will:

1. Determine client eligibility for service(s) in accordance with Federal and State regulations; and
2. Inform the Provider on Form DSS-1360 concerning the eligibility of each individual for the service, the period of time for which services are authorized, and any changes in the individual's eligibility status; and
3. Reimburse the Provider for service(s) purchased as described in Attachment A of this Contract for eligible clients; and
4. Keep the Provider informed of any alterations in and/or to the regulations governing the service program; and
5. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Department or any of its officers, employees, agents or representatives.

B. The Provider will:

1. Provide service(s) as specified in Attachment A of this Contract in accordance with applicable standards for the service(s); and
2. Furnish information to the Department as required to support the full cost of service(s) provided pursuant to this Contract; and

**Division of Social Services
State of North Carolina
Purchase Contract
ID # K90010**

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3. Comply with all State licensing standards, all applicable accrediting standards and any other standards or criteria established by the Division of Social Services to assure quality of services; and
4. Restrict the use or disclosure of information obtained in connection with the administration of North Carolina's programs for the provision of services concerning applicants for and recipients of those services to purposes directly connected with the administration of the service program; and
5. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to that Section, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds; and
6. Comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to that Title; and
7. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Provider or any of its officers, employees, agents or representatives.

SECTION II: RESPONSIBILITY FOR LIABILITIES

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents, or representatives arising out of this Contract.

SECTION III: TREATMENT OF ASSETS

Treatment of assets acquired under this Contract shall be subject to the following:

- A. Ownership of property purchased by the Provider under the terms of this Contract for which reimbursement by the Department is based upon the actual purchase cost of the property shall immediately vest with the Department of Human Resources upon such reimbursement.

**Division of Social Services
State of North Carolina
Purchase Contract
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- B. The North Carolina Department of Human Resources shall have no claim to property purchased by the Provider under the terms of this Contract for which reimbursement by the Department is based upon an approved depreciation schedule or use allowance.
- C. The Provider shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection and preservation of property purchased under the terms of this Contract to assure its continued availability.
- D. Property purchased under the terms of this Contract shall be used only for the performance of this Contract.

SECTION IV: RECORDS AND REPORTS

- A. The Provider agrees to maintain client records which date and document, in accordance with established policy, the service delivered for the individual, a valid authorization for service, program records, documents and other evidence which reflect program operations.
- B. The Provider agrees to furnish information to the Department, as requested, to support provision of service(s) pursuant to this contract and the full cost of the service; and submit changes, as needed or required, in this contract, Attachment A or approved supporting information for review and approval by the Department.
- C. The Provider agrees to maintain books, records, documents and other evidence and accounting procedures which reflect all direct and indirect costs expended under this Contract. A current, complete inventory of all equipment purchased under the terms of this Contract must be kept.
- D. The Provider agrees to retain all books, records and other documents relevant to this Contract for three years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Division of Social Services or the Department shall have the right to examine any of these materials. In the event the Provider dissolves or otherwise goes out of existence, records produced under this Contract will be turned over to the Department.

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Division of Social Services
Purchase Contract
ID # K90010**

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SECTION V: SUBCONTRACTING

The Provider shall not subcontract any of the work contemplated under this Contract without obtaining prior written approval from the Department. Any approved subcontract shall be subject to all conditions of this Contract. The Provider shall be responsible for the performance of any subcontractor.

SECTION VI: MAINTENANCE OF EFFORT

The Provider certifies that the funds to be used under this Contract do not replace or supplant, in any way, Federal, State or local funds for already existing services.

SECTION VII: MONITORING AND EVALUATION

- A. The Provider agrees to participate in program, fiscal and administrative monitoring or audits, making records and staff time available to federal, State, and county staff.
- B. The Provider agrees to take necessary steps for corrective action, as negotiated within a corrective action plan, for any items found to be out of compliance with Federal and State laws, regulations, standards and/or terms of this contract.

SECTION VIII: AMENDING THE CONTRACT

This contract in whole or in any part may be amended at any time:

- A. By the Department in the event that such amendment is necessary to comply with applicable laws, regulations, policies and standards; or by mutual consent of both parties.
- B. Each party to this contract will notify the other immediately in writing if an amendment becomes necessary due to alterations in the activities described in Attachment A or for any other reason.

SECTION IX: TERMINATION

- A. This Contract, in whole or in any part, may be canceled at any time:
 - 1. By any party, with cause, upon at least 30 days notice, in writing, and delivered by registered mail with return receipt requested or in person, or

State of North Carolina
Division of Social Services
Purchase Contract
ID # K90010

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2. By the Department in the event reimbursement to the Department is not available and/or continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services. The obligations of each party shall be terminated to the extent specified in the notice of termination, immediately upon receipt of the notice of termination from the Department, or
 3. By the Department in the event that the Division of Social Services/Department determines that the Provider is in violation of any or all of the terms of this Contract. The obligations of each party shall be terminated to the extent specified in the notice of termination immediately upon receipt of the notice from the Department, or
 4. By mutual consent of all parties.
- B. In the event of termination in part, all parties shall continue the performance of this Contract to the extent not terminated.
- C. If this Contract is terminated, in whole or in part, the Provider may be required to deliver and transfer Title or assignment of interest to the Division of Social Services or dispose of any property specifically produced or acquired for the performance of such part of this Contract as has been terminated, and the Provider shall, upon the direction of the Division of Social Services, protect and preserve property in the possession of the Provider in which the Division of Social Services has an interest.
- D. After receipt of a notice of termination, and except as otherwise directed by the Department, the Provider shall cease work under the Contract on the date, and to the extent specified, in the notice of termination. The Department shall pay the Provider the agreed upon amount for the delivery of services under the terms of this Contract up to the effective date of termination. Reimbursement shall not be made for equipment or supplies purchased after the notice of termination is received except as approved by the Department.
- E. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Department and attached to the Contract.

**State of North Carolina
Division of Social Services
Purchase Contract
ID # K90010**

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SECTION X: CONCLUSION

It is expressly understood and agreed that the services provided to eligible clients pursuant to this Contract shall consist exclusively of those services specified in the attached program description incorporated into this Contract as Attachment A.

It is further understood and agreed that the provision of services pursuant to this Contract shall be subject to the limitations and conditions contained in the laws, regulations, guidelines and plans cited in this Contract, and that this Contract is subject to renegotiation or revision to meet any new or revised rules, regulations, or policies that may be issued by the Department of Health and Human Services, or the North Carolina Social Services Commission, or the Department of Human Resources and that are communicated to the Provider.

PROVIDER

DEPARTMENT

By: _____

By: 

Title: _____

Title: Director

Date: _____

Date: 4-30-10

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

ATTEST

County: _____

Title: _____

Signature: _____

Date: _____

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY

PROVIDER: UNION COUNTY DSS ID#: K90010

EFFECTIVE THROUGH

PERIOD: 7/1/10 - 6/30/11

Object of Expenditure	Part I - Estimated Expenditures		
	Total Program Costs	Non-Matchable Costs	Total Matchable Costs
	(1)	(2)	(3)
A. Salaries	\$42,431.88		\$42,431.88
B. Fringe Benefits	\$13,597.74		\$13,597.74
C. Staff Dev. Services	\$		\$
D. Travel	\$		\$
E. Equipment Purchases Tangible Property	\$		\$
F. Transportation-Recipient	\$		\$
G. Medical Supplies And Expense	\$		\$
H. Cost of Space Non-Residential	\$		\$
I. Room and Board Residential Treatment	\$		\$
J. Service Payments	\$		\$
K. Other - Longevity	\$		\$
L. Indirect Costs	\$		\$
M. TOTALS:	\$56,029.62		\$56,029.62

Part II - Computation of Unit Cost or Individual Fixed Rate

A.	1.	Total Matchable Costs	\$ <u>N/A</u>
	2.	Less: Earned Income for Unit Cost Method	\$ <u>N/A</u>
	3.	Net Matchable Cost	\$ <u>N/A</u>

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY

PROVIDER: UNION COUNTY DSS ID#: K90010

**EFFECTIVE THROUGH
PERIOD: 7/1/10 - 6/30/11**

- B.** 1. Total Service Unit Capacity, or
2. Total Anticipated Utilization Capacity \$ N/A
- C.** Method of Computation or Source of Data
- D.** Estimated Unit Cost or Individual Fixed Rate:
\$ N/A per N/A.

**Part III - Distribution of Estimated Revenue
for Total Cost Reimbursement Method**

	(a) <u>Number</u>	(b) <u>Ratio</u>
A. Estimated Eligible and Matchable Cost		
1. Estimated Eligible Clients	_____	_____
2. Estimated Ineligible Clients	_____	_____
3. Total Clients	_____	_____

B. Eligible Costs

(1) Matchable Costs [Part I, Line M, col.(3)]	(2) Less Earned Income	(3) Net Matchable Costs [B.(1) Less(2)]	(4) Estimated % of Eligible [A. 1. (b)]	(5) Cost Eligible for Financial Participation [B.(3) x (4)]
\$56,029.62	----	\$56,029.62	100%	\$56,029.62

Part IV - Additional Revenue and Fees

A. Program Costs	<u>Amount</u>	<u>Source of Funds</u>
1. Federal/State Funds		<u>Title IV-F</u>

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY

PROVIDER: UNION COUNTY DSS ID#: K90010

**EFFECTIVE THROUGH
PERIOD: 7/1/10 - 6/30/11**

			Source of Funds
2.	Local Matching Share	<u>\$56,029.62</u>	<u>County Budget</u> MOE
3.	Other Budgeted Funds	\$ _____	
4.	TOTAL REVENUE	<u>\$56,029.62</u>	

B. Fees (If Applicable)

1.	Administrative Fee	\$ ---	
2.	Certification Fee	\$ _____	
3.	TOTAL FEES	\$ _____	

Part V - Reimbursement Projections (For Title XX Providers Only)

Annual Projection	July-September Projection	October-June Projection
A. \$	B. \$	C. \$

Signed: _____
Provider/Authorized Official

Date: _____



County Director or Designee

Date: 4-30-10

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY
PROVIDER: UNION COUNTY DSS ID#: K90010

EFFECTIVE THROUGH
PERIOD: 7/1/10 - 6/30/11

A. Salary Schedule

(1) Number Of Total Persons	(2) Position Or Title	(3) Pay Grade	(4) % Of Time	(5) # Of Mo. Employed	(6) Annual Salary	(7) Cost
1	Human Resources Development Coordinator		100 %	12	\$42,431.88	\$42,431.88
TOTAL - Salaries						\$ 42,431.88

B. Fringe Benefits

(1) Type	(2) Method of Computation	(3) Total Cost
FICA	7.65% x \$42,431.88	\$ 3,246.04
Health Ins.-Per Month	\$410.75 x 12	\$ 4,929.00
Retirement	11% x \$42,431.88	\$ 4,667.51
Longevity	1.5% x \$42,431.88	\$ 636.48
FICA/MEDI on Longevity	\$636.48 x 7.65%	\$ 48.69
Retirement on Longevity	\$636.48 x 11%	\$ 70.02
TOTAL - Fringe Benefits		\$ 13,597.74

C. Staff Development - Service Funds Schedule

(1) Item	(2) Total Cost
TOTAL	

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY
PROVIDER: UNION COUNTY DSS ID#: K90010

EFFECTIVE THROUGH
PERIOD: 7/1/10 - 6/30/11

D. Travel Schedule

(1) No. of Persons	(2) Position/ Title	(3) No. of Miles Mo.	(4) Rate Per Mile	(5) No. of Days	Daily Subsistence		(8) Total Cost
					(6) Rate	(7) Days	
TOTAL -							

E. Equipment - Tangible Property Schedule

(1) No. Of Units	(2) Item	(3) Cost Per Unit	(4) Total Cost
Total Equipment - Tangible Property			

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY

PROVIDER: UNION COUNTY DSS ID#: K90010

EFFECTIVE THROUGH

PERIOD: 7/1/10 - 6/30/11

F. Recipient Transportation Schedule

(1) Item	(2) Method of Computation	(3) Total Cost

I.A. Salaries

# Of Persons	Position Or Title	Pay Grade	% Of Time	# of Months Employed	Annual Salary

I.B. Fringe Benefits

Type	Method of Computation

Total Recipient Transportation

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY

PROVIDER: UNION COUNTY DSS ID#: K90010

EFFECTIVE THROUGH

PERIOD: 7/1/10 - 6/30/11

G. Medical Supplies and Expense Schedule

(1) Item	(2) Total Cost
Total - Medical Supplies and Expense	

H. Cost of Space - Non-Residential Schedule

(1) Item	(2) Total Cost
Total Cost of Space - Non-Residential	

I. Room and Board Costs - Residential Treatment

(1) Item	(2) Method of Computation	(3) Total Cost
Total Room and Board Costs - Residential Treatment		

**STATE OF NORTH CAROLINA
DIVISION OF SOCIAL SERVICES
PURCHASE CONTRACT BUDGET**

SUMMARY

PROVIDER: UNION COUNTY DSS

ID#: K90010

EFFECTIVE THROUGH

PERIOD: 7/1/10 - 6/30/11

J. Service Payment Schedule

(1) No. Of Units	(2) Item	(3) Cost per Unit	(4) Total Cost
Total - Service Payment			

K. Other Expense Schedule

(1) Item	(2) Total Cost
Total - Other Expenses	

L. Indirect Cost Schedule

(1) Rate	(2) Rate Applied To:	(3) Amount Rate Applied To:	(4) Total Cost
Total - Indirect Cost			

ATTACHMENT A

State of North Carolina
Division of Social Services
Contract Application

Page 1 of 11

I. Contract Summary

A. This agreement is between the Union County Department of Social Services (heretofore and hereinafter referred to as the "Department") and the South Piedmont Community College (heretofore and hereinafter referred to as the "Provider").

B. This agreement shall be in effect from July 1, 2010 to June 30, 2011.

C. Services to be Provided:

(1) Service	(2) Service Code	(3) No. Of Persons Served	(4) No. Of Units Of Service	(5) Definition Of Unit Of Service
Academic Assessment	522	300	300	One Participant
Referral/Coordination	522	300	300	One Participant

Any additional services should be listed in III.-Service Program Description.

D. **Area to be Served:** Union County DSS Clients

E. Contract Identification:

1. Provider

- a) Name of Contract Administrator: Doctor John McKay, President
Telephone Number: (704) 694-6505
- b) Name of Program Contact Persons: Linda Kappaus
Telephone Number: (704) 289-8588
- c) Name of Contracted Coordinator: Dianne Honeycutt
Telephone Number: (704) 289-8588
- d) Program Name, Location and Mailing Address:

South Piedmont Community College
4209 Old Charlotte Hwy, Monroe, NC 28110
- e) Additional Service Delivery Sites: None
- f) Status: Public
 Private, non-profit
 Private, for profit
 Individual
- g) Provider ID Number: K90010

2. County Department of Social Services

- a. Name of Contract Administrator: D. Dontae Latson, Director
Telephone Number: (704) 296-4300
- b. Name of Services Program Contact Person: Linda Gaye
Telephone Number: (704) 296-4380
- c. Address of County Department of Social Services:

Union County Department of Social Services
P.O. Box 489
Monroe, North Carolina 28111-0489

II. Fiscal Provisions

A. Amount of Reimbursement:

Reimbursement under the terms of this agreement will be limited to a maximum of:

\$56,029.62 TOTAL = \$_____ SSBG + \$_____ IV-B +
\$_____ RAP + \$_____ State + \$ 56,029.62 (MOE) County +
\$_____ Other (identify):

(Optional: County funds consist of \$_____ for _____ and \$
for _____.) (funding source)
(funding source)

B. Method of Reimbursement:

1. For Purchase Contract (DSS-2497) Total and Unit Cost:

(X) a. Reimbursement will be made in accordance with the current budget approved by the Department and on file with both parties. The amount of reimbursement will be based on allowable expenditures made in behalf of eligible clients, determined in accordance with acceptable cost allocation methods. The Provider will report all expenditures made under the terms of the contract.

() b. Reimbursement will be made at a unit cost rate of \$_____ per unit of reimbursement delivered to eligible clients for an estimated number of units. The Provider will document total expenditures made under the terms of the contract to the Department within thirty days after the termination of this contract, or as instructed by the Department. Reimbursement which exceeds actual allowable cost will be adjusted to actual allowable cost.

2. For Vendor Agreements (DSS-2252) Fixed Rate Reimbursement will be based on:

() a. a standard fixed rate or

() b. an individual fixed rate

- c. Reimbursement will be made at a fixed rate of \$ _____ per unit of _____ (define) for an estimated number of _____ units. Reimbursement will be based on the actual number of units delivered whether over or under the estimated number. If multiple components are being purchased, additional rates and units can be identified as follows:

C. Reimbursement Reporting:

1. Expenditures

The Provider will report expenditures monthly in accordance with policy set forth by the Controller's Office, Division of Social Services, issued via the Fiscal Manual. Expenditures are to be reported on the DSS Administrative Costs Report (Form DSS-1571, Part III). Reports are to be submitted to the Department by the 15th working day of the month following the month in which services were delivered. The Department will reimburse the Provider monthly, usually by check, upon receipt of a completed and correctly filed report. Errors will be corrected in the following month. Payment for services will be made within 10 business days of date of receipt of invoice.

2. Reporting for the Statewide Services Information System (SIS)

In addition to the Administrative Cost Report (DSS-1571, Part III), the Provider will submit to the Department the Monthly Report of Service Delivery (DSS Form 1571, Part IV). This should be submitted along with the Administrative Cost Report by the 15th working day of the month following the month in which services were delivered. The units reported in Column 12 of the 1571 Part IV are the units of service defined in Column 5 of I. C. of this Attachment. Service definition and reporting instructions are found in Family Services Manual, Volume VI, Chapter IV.

D. Audit Requirements

The Provider shall be responsible for compliance with the audit requirements of Department of Health and Human Services federal regulation 45 CFR Part 74, Administration of Grants, or State Administrative Procedures Manual for Federal Block Grant Funds, whichever is applicable.

These regulations stipulate that an annual audit be performed for the fiscal year in which contract funds were received.

1. NA
Private, Non-Profit if amount of reimbursement received is under \$1,000;
Private, for profit or individual

2. (Applicable to Private, Non-Profit Providers if reimbursement \$1,000 or over)

An annual audit is to be performed in accordance with OMB Circular A-110 by an "independent auditor." "Independent auditor" means either: (a) a state government auditor from the Department of Human Resources or the Department of Administration, Office of the State Auditor; or (b) a certified public accountant. Upon completion of the audit, a copy of the audit report must be forwarded to the Department.

3. (Applicable to Public Hospitals, Colleges, and Universities)

The annual audit must be performed in accordance with OMB Circular A-110. It is not necessary for the institution to program audits performed separately from an all-inclusive single audit which entails all revenues and expenditures of the public agency. However, it is the responsibility of the contractor to insure that the contract program is included in the institution's single annual audit.

A copy of the audit report must be provided to the Department upon completion of the annual audit.

4. (Applicable to State or Local Government Agencies)

An annual audit is to be performed in accordance with OMB Circular A-128 by an independent auditor. Upon completion of the audit, a copy of the audit report must be forwarded to the Department.

E. Client Fees for Service

- (X) 1. No fees will be charged to individuals determined to be eligible for services by the Department.

- () 2. The service(s) under contract with the Provider are services for which a client fee may be assessed. Policy regarding the assessment and collection of fees is contained in Family Services Manual, Volume VI, Chapter III. If a client is to be charged a fee, the Department will inform the Provider of the amount of the fee to be charged and of any subsequent changes by way of the Purchase of Service Referral and Authorization (DSS Form 1360). The Provider will establish a plan with the client for collecting the fee on at least a monthly basis; and when fees are not paid within ten days of the due date, will bill the client in writing and send a copy of the bill to the Department. **NO OTHER FEES FOR SERVICES MAY BE CHARGED TO THE CLIENT.** Client fees are to be reported on the Monthly Report of Service Delivery (DSS Form 1571, Part IV).

F. Management of the Funding/Matching Share Requirement

- () 1. A cash transfer of the matching share will be made to the Department in accordance with the terms specified in the Donation Agreement (DSS-1319).

- () 2. The Provider certifies through the contract budget attached to this contract that the matching share is available. Further, it is agreed that the Provider will report all program costs incurred each month relating to this contract on the DSS-1571. However, reimbursement will be limited to the federal/state financial participation rate.

- (X) 3. The Department is providing the match.

G. Provider Fees (For Purchase Contracts Only)

- () 1. The Provider agrees to pay the Department/Division up to \$ Administrative Fee as payment in full for the administration of the contract. The amount of the fee is five percent of the matching share contributed by the Provider.
- () 2. The Provider agrees to pay the Department up to \$_____ Certification Fee as payment is full for the determination and certification of client eligibility. The amount of the fee is five percent of the matching share contributed by the Provider.
- N/A Monitoring and Certification Fees, when applicable, will be deducted from the amount to be reimbursed.

III. Service Program Description

The Union County Department of Social Services (DSS) is contracting with South Piedmont Community College (SPCC) for the services of Human Resources Development/Vocational Training (HRD/VT) Coordinator. The contract period will begin July 1, 2010 thru June 30, 2011. The HRD/VT Coordinator will continue to provide either totally or in part the following services.

- 1) HRD/VT Job Search Classes I & II/Coordination
- 2) Academic Skills testing and evaluation for
 - a. Clients needing GED
 - b. Clients having a GED/HS diploma
 - c. Clients with below average academic skills
 - d. Clients with above average academic skills
 - e. Children in child only cases and/or foster children to evaluate their academic standing
- 3) Extension/Hardship Board
- 4) Career Fair

1) **HRD/VT Job Search Skill Classes I & II**

Coordinator will be responsible for enrolling clients in HRD/VT Job Search Classes I & II at SPCC, if appropriate. Coordinator will be responsible for monitoring class attendance and progress of the DSS client forwarding the information to the Social Worker.

- a) Provide enrollment for all referred clients.
- b) Provide class attendance and progress to the client's Social Worker on a weekly basis.
- c) Notify Social Worker (SW) of any problems, attitudes, poor attendance, other class disturbances created by the client.
- d) Relate staff and client needs and concerns with SPCC HRD instructors.

2) **Academic Skills Testing and Evaluation**

A) The HRD/VT Coordinator will provide these services to clients needing their GED.

- Assess skills level vs. estimated time to complete the self-paced GED Program.
- Retest weekly/bi-monthly for history of increased skill levels. Report to SW.
- Works with clients to increase skills to acceptable level for referral to GED class.
- Work with client in the DSS Plato Lab for a up to two weeks to evaluate attendance and academic readiness for on campus GED program.
- Provide daily report to SW – clients' attendance, re-testing results, attitudes and appearance in the classroom.
- Coordinate class schedule flows from day to day, week to week, and class to class.
- Make recommendation for future classes and schedule classes.
- Counsel with clients and SW regarding short term and long term educational goals.
- Coordinate class enrollment dates with Basic Skills instructor and SW. Share TABE test results and client recommendations to the GED instructor.
- When client goes on campus, keep SW informed of client's progress on a weekly basis.
- Coordinates with Basic Skills/GED, High School diploma instructors to send names and dates of clients graduating program to SW.
- Coordinates with Basic Skills/GED, High School diploma instructors on names of clients not completing programs.
- Coordinates with SW and client's daily/weekly as needed concerning additional education goals, changing schedule of HRD classes or GED classes; and if a client obtains employment. Refer any client in a day GED class to a night GED class in order to be able to complete the GED program after work hours.
- Have regular conference with the SW concerning clients.

B) Clients who have their GED or High School diploma

- TABE test current academic skills (Reading, Math, Language, and Spelling skills levels) in order to make sure skills are at a level needed for the client to be successful in their next educational component: any/all HRD Job Skill Search Skill classes, Continuing Education classes and/or curriculum programs.

- Have clients' work to increase skills at DSS lab & SPCC lab to minimum 12+-grade level in order to be able to successfully pass the college placement test for programs.
- Make sure client has the perfect resume through each HRD Job Search class. Coordinate with the client if SW approves for the client to take classes a second time if the client missed 3 or more days of instruction.
- Coordinate clients' curriculum choice with Student Services representatives for financial aid interest, test for program choice, admissions to prepare for earliest semester entrance, college placement tests.
- Coordinate job site/work experience with SPCC program directors for clients (paying positions first, then for work experience.)
- Provide clients curriculum class grade information and attendance to SW.

C Coordinator will provide these services to clients with below average academic skills

- Test academic skills levels (TABE tests)
- Evaluate and retest weekly/bi-monthly to establish a history of client's abilities to increase or failure to increase their academic skill levels.
- Refer clients to HRD Job Search classes/Skill Classes for jobs available and skills needed to be able to apply for jobs.
- Reports to SW attendance, attitude, and appearance in class.
- Provide reports and a written assessment of client's academic abilities to SW to be used in applying for Social Security Disability, VR testing, and as needed.
- Refer clients to Literacy Council; coordinate initial screening with literacy instructor.

D Coordinator will provide these services to clients with above average academic skills

- Administer the practice GED test
- Administer TABE test
- Refer clients to GED classes immediately

3) Coordinator will be a member of the Extension/Hardship Board.

SERVICE PROVIDER EXPECTATIONS

The HRD Coordinator will have a basic understanding of the DSS Programs along with the knowledge and skills necessary to perform the above named services. It is expected that the HRD Coordinator will abide by the philosophy of the DSS Programs to provide the opportunities and resources to motivate and encourage parents to obtain the education and skills needed to become and remain employed. The HRD Coordinator while stationed at DSS will spend 100% of her time providing services to DSS participants. Non Work First participants will be referred to the HRD Coordinator via the DSS Referral Form. The HRD Coordinator will work as a team member of the Work First/TANF Units by aiding in activities such as the Job Fair, workshops, etc.

REPORTS

The HRD Coordinator will be responsible for completing and keying a Daily Report (DSS-4263) each Monday by 12:00.

Only DSS participants will be served under this contract. The DSS staff will make referrals to the HRD Coordinator. The HRD Coordinator will share case information with the DSS staff.

PROGRESS REPORTS

The HRD Coordinator will be responsible for reporting status of clients daily to SW.

LEAVE

The Department will only reimburse for leave earned during the period covered by this contract. Accrued leave will not be reimbursed to Provider for the service of a HRD Coordinator unless the Provider can provide a qualified substitute while the person is out. This means Department will reimburse 8 hours of sick leave and 13.17 hours of vacation leave per month during the fiscal year July 1, 2010 - June 30, 2011. Any other leave will be the responsibility of the Provider. Department will also not cover time the person might be out on family medical leave unless there is a substitute provided by the Provider.

SUPERVISION

The Human Resources Development Coordinator will be an employee of the Provider and not the Department. The Work First/TANF Social Work Supervisor will supervise the daily activities and the performance of the Human Resources Development Coordinator's duties. The Provider will continue to provide office space, desk, chair, supplies and telephone. Close contact will be made between SPCC and Work First Supervisor.

MAINTENANCE OF EFFORT

Provider certifies that the above named services are not otherwise available on a non-reimbursable basis. Provider understands that they must comply with the maintenance of effort level requirements in that they must maintain their pre-existing level of services (effort) to DSS recipients without cost to the DSS Programs.

Continuation of this contract will be based on performance, documented need and the availability of funds.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 7, 2010

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

SUBJECT: Contract Amendment with Neighborhood Nurses, Inc.

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

ATTACHMENT(S):
Contract Amendment

INFORMATION CONTACT:
D. Dontae Latson, DSS Director
Matthew Delk, Asst. Manager

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

DEPARTMENT'S RECOMMENDED ACTION: Authorize the Manager to sign contract amendment with Neighborhood Nurses, Inc., increasing the contract amount from \$42,500 to \$66,500.

BACKGROUND: The Union County Department of Social Services contracts with Neighborhood Nurses to provide In-Home services to eligible clients in Union County. DSS is mandated by the North Carolina Department of Human Services to provide In-Home Services by General Statute (143-B-181.1.) These services are provided to aged and disabled adults who are unable to perform essential household and personal care tasks for themselves. The goal of providing these services is for clients to remain home versus having to enter a long term care facility. Service specialization for In-Home services is provided in two areas, home management and personal care. DSS currently contracts with Neighborhood Nurses to coordinate client care, evaluate progress and provide documentation required by State and Federal regulations.

DSS has previously provided In-Home services by using DSS employees. As these employees have gradually left County employment, DSS has turned client caseloads over to the Neighborhood Nurses contract in order to avoid breaks in care, and to privatize the service. The Union County Board of Social Services approved this plan. During the current fiscal year, two of these DSS employees retired unexpectedly. In order to serve the affected clients, DSS assigned those clients to the contractor. This increased caseload necessitates an amended contract. The expense to contract for the increased caseload is, per unit of service, less expensive than providing the same unit of service with in-house employees.

FINANCIAL IMPACT: The original contract with Neighborhood Nurses for FY 2009-10 was \$42,500. This amendment changes the contract amount to \$66,500. The additional funds are available within the FY 2009-10 DSS budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

STATE OF NORTH CAROLINA

AMENDMENT

COUNTY OF UNION

This Amendment, made and entered into as of the _____ day of _____, 2010, by and between UNION COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter referred to as "UCDSS") and NEIGHBORHOOD NURSES HEALTH CARE SERVICES, INC., a North Carolina corporation, (hereinafter referred to as "NNHCS") shall modify as indicated that agreement between the parties dated July 1, 2009 (hereinafter referred to as the "Agreement"), as modified by the addendum attached to that agreement (hereinafter referred to as the "Addendum").

W I T N E S S E T H:

WHEREAS, the parties entered into the Agreement for the provision of in-home aide services; and

WHEREAS, the parties desire to amend the scope of NNHCS's responsibilities; and

WHEREAS, the parties also desire to increase the maximum amount NNHCS may be paid under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. Add a new subsection N to Section 1, NNHCS's Responsibilities, of the Agreement to read as follows:

N. Abide by all terms and provisions in the attached Exhibit One, incorporated herein by this reference. NNHCS agrees that the term "In-Home Aide services" has the meaning set forth in Exhibit One.

2. Exhibit One is attached and incorporated into this Amendment by this reference. The parties agree that this Exhibit One shall also be deemed attached and incorporated into the Agreement by reference.

3. In Attachment A, Rate Schedule, to the Agreement, delete the following provision: "(with a contract value not to exceed \$42,500.00 from July 1, 2009 to June 30, 2010)," and replace it with the following:

(with a contract value not to exceed \$66,500.00 from July 1, 2009 to June 30, 2010).

4. In Section 6, Maximum Contract Amount and Funding Source(s), of the Addendum, delete all of the text appearing following the heading "Maximum Contract Amount and Funding Source(s):" and replace this text with the following:

The total amount paid by the County to the Contractor under this contract shall not exceed \$66,500. This amount consists of:

- Federal funds. Amount, or percentage, & CFDA# if known: ___
 State funds. Amount, or percentage, if known: \$59,850
 County funds. Amount, or percentage, if known: \$6,650
 Other: _____. Amount, or percentage, if known: ___

Matching Requirements from Contractor:

- There are no matching requirements from the Contractor

5. Except as herein amended, the terms and provisions of the Agreement and Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Amendment to be duly executed, this day and year first above written.

ATTEST

UNION COUNTY DEPARTMENT OF
SOCIAL SERVICES

Clerk to the Board

Alfred Greene, County Manager

ATTEST

NEIGHBORHOOD NURSES HEALTH
CARE SERVICES, INC.

Approved as to Legal Form _____

Exhibit One

Union County Department of Social Services In Home Aide Contract Information

In-Home Aide services means the provision of care for persons or assistance to persons by performing home management and/or personal care tasks that are essential to activities of daily living. Such tasks are performed to enable individuals to remain in their own homes when they are unable to carry out these activities for themselves and when no responsible person is available for these tasks.

It is the full responsibility of Neighborhood Nurses Health Care Services, Inc. ("Neighborhood Nurses") to hire qualified in home aides to deliver the contracted services. Persons who are hired must be:

- Non-relatives who are age 18 and over and who are qualified to perform the tasks needed by the client or relative of the client (parents, spouse, child or sibling) age 18 and over who gives up employment or the opportunity for employment in order to perform the services and who are qualified to perform the tasks needed by the client.
- Aides who work with clients whose service is paid for with Home and Community Care Block Grant (HCCBG), Social Service Block Grant (SSBG), or State In-Home funds must have demonstrated competence for the tasks they have been assigned to perform. The files maintained by the employing agency should have written documentation of each aide's competency to perform assigned tasks.
- Aides who perform tasks at Level III Personal Care must be registered as Nurse Aide I (NA Is) and listed on the register maintained by the NC Division of Health Services Regulation (DHSR).
- Aides who perform tasks that would require them to be NA IIs must have documentation that they were competency tested to perform the tasks and were approved by the NC State Board of Nursing to perform the tasks.

Assignment of in-home aides is Neighborhood Nurses' responsibility. Depending on the type of or the funding source the Union County Department of Social Services may have responsibility for assessment of client's needs and eligibility for service.

The need for continuing the In- Home Aide service will be evaluated on a quarterly basis by Neighborhood Nurses. If the client is dissatisfied with the in-home aide or the in-home aide chooses to terminate the agreement, it is the responsibility of Neighborhood Nurses to replace in-home aide within a reasonable time period.

If the client repeatedly requests a new in-home aide Union County Department of Social Services in collaboration with Neighborhood Nurses will evaluate the client's situation and Union County Department of Social Services will determine client's eligibility for continued services. Neighborhood Nurses will provide back up in the event the regular aide(s) is unable to complete the assignment.

Supervision and evaluation of the in-home aide is the responsibility of Neighborhood Nurses and must, at a minimum, comply with requirements for the In-Home Aide Levels being provided. Neighborhood Nurses is required to ensure that the in-home aides have received sufficient training in the level of tasks to be performed before they are allowed to work independently.

Competency testing of each in-home aide must be completed and documented in the employee's record that reflects the levels that the in-home aide is qualified to perform. Individual employee records must be maintained and include documentation of training, supervisory visits, and performance evaluations.

Neighborhood Nurses will provide documentation of aide supervision and competency testing to Union County Department of Social Services annually as part of routine contract monitoring. Neighborhood Nurses will establish and maintain a client record to include, assessment of client's needs, In-Home Aide service plan, signed copy of Client Bill of Rights and authorization for services.

Union County Department of Social Services will provide on-going social work case management including client assessments and evaluation for continuing eligibility. Face to face visits with the client will be made at a minimum on a quarterly basis by Union County Department of Social Services social worker.

Neighborhood Nurses and Union County Department of Social Services representatives will confer monthly or as needed regarding services, delivery, or problems if applicable. For Union County Department of Social Services each client or their representative must be given the name and phone number of their assigned In-Home Aide services social worker and supervisor to have available in case they have any questions or problems. Union County Department of Social Services and Neighborhood Nurses must be aware of and agree to abide by applicable confidentiality guidelines and civil rights compliance.

Neighborhood Nurses is responsible for payment of hours worked by the in-home aide. It is the responsibility of Neighborhood Nurses to bill Union County Department of Social Services for authorized services, using appropriate billing forms and agreed upon processes that include copies of the aide tasks and time sheets. These billing forms should be submitted based on the Union County Department of Social Services time frame for billing. The Union County Department of Social Services will reimburse Neighborhood Nurses for services delivered as authorized.

In-Home Aide services are subject to the North Carolina Wage and Hour Act.

Union County Department of Social Services will monitor Neighborhood Nurses contracts to assure the conditions of the contract on an annual basis or as needed.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 7, 2010

Action Agenda Item No. 5/4d

(Central Admin. use only)

SUBJECT: Weddington Interlocal Agreement

DEPARTMENT: UCPW, Legal

PUBLIC HEARING: No

ATTACHMENT(S):

- (i) Draft Amendment
- (ii) Letter from USI
- (iii) Letter from Town Attorney

INFORMATION CONTACT:

Jeff Crook

TELEPHONE NUMBERS:

704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Authorize Manager to approve amendment to Weddington Interlocal Agreement to increase the not-to-exceed amount for engagement of non-staff consultants from \$31,000 for each party to \$57,500

BACKGROUND: By interlocal agreement, Union County and the Town of Weddington have previously agreed to spend up to \$31,000 each to engage the services of US Infrastructure (USI) for services related to the Optimist Park floodplain violation and remediation plan. USI has contracted directly with the Town of Weddington for these services. By letter dated May 6, 2010, to Anthony Fox, Town Attorney, and Ed Goscicki, USI indicates that they have exceeded their original estimates, and they request consideration of additional compensation in the total amount of \$33,000 to cover the expense of services provided that they deem to be outside their original scope. The additional compensation would also cover anticipated expenses for ongoing coordination and work necessary to establish the elevation of homes which may be impacted by an increase in flood elevation. (For more detail regarding the additional services and expenses, please see USI's letter, attached.) The Town of Weddington has authorized payment of \$16,500, or one-half of the amount requested by USI.

Union County has engaged Ernest Abbott for specialized FEMA services relative to Optimist Park. The current agreement with Mr. Abbott limits professional fees and expenses to \$20,000, though it is unknown at this time how much these services will ultimately cost. Staff will have a better understanding of the scope of these services after meeting with Mr. Abbott in early June.

Upon receiving the request for additional compensation by USI, the Staff Attorney contacted Mr. Fox to indicate that staff intended to take to the Board on June 7 a revised interlocal agreement to reflect the additional \$16,500 payment to USI by each party, as well as \$10,000 each for

services to be performed by Mr. Abbott. By letter to Jeff Crook dated May 19, attached, Mr. Fox indicates that the Town and County agreed to hire USI and rely on their plan to remediate the fill in Optimist Park. He indicates that he understands the County's desire to find an alternative solution, but states that the Town will not agree to share in the costs relative to Mr. Abbott's services.

County staff believe that Mr. Abbott's expertise will be critical in determining whether there is a solution for Optimist Park, other than requiring a no-rise or removal of all fill in the floodway. Therefore, County staff have scheduled a meeting among the staff and attorneys for the County and Weddington to request clarification. It will be imperative that both parties fully understand the ramifications of this decision by Weddington on the County/Town relationship going forward.

The attached proposed amendment to the interlocal agreement would provide that both the County and Town pay one-half the cost of additional engineering services by USI and FEMA specialty services by Ernest Abbott. The amount payable by each party would increase by \$16,500 for USI and \$10,000 for Mr. Abbott. When added to the prior commitment, the total amount for each party would be \$57,500 each.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



Anthony Fox
Partner
Telephone: 704.335.9841
Direct Fax: 704.335.9565
anthonyfox@parkerpoe.com

Charleston, SC
Charlotte, NC
Columbia, SC
Myrtle Beach, SC
Raleigh, NC
Spartanburg, SC

May 19, 2010

VIA ELECTRONIC MAIL (crook@co.union.nc.us)

Jeffrey L. Crook
Senior Staff Attorney
Union County
500 N. Main Street, Suite 826
Monroe, NC 28112

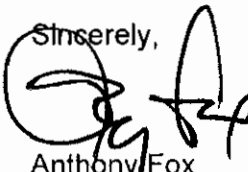
Re: Additional Expenses for Optimist Park

Dear Jeff:

I have received your email from earlier today regarding additional expenses for the Optimist Park matter. The Town has agreed to pay US Infrastructure fifty-percent (50%) of the \$33,000 (or \$16,500) requested in its May 6, 2010 letter. This payment represents the Town's share of US Infrastructure's overages and anticipated additional work. I have enclosed a copy of the letter I sent US Infrastructure for your file.

With regard to your request concerning Mr. Abbott, the Town will not consent to sharing in this added expense. The Town and County originally agreed that the best course of action was to hire US Infrastructure and rely upon their plan to remediate the fill in Optimist Park. While I understand your desire to find an alternative solution, the Town will not agree to the costs associated with hiring Mr. Abbott. Between the legal expenses and US Infrastructure's fees (including the most recent \$16,500), the Town has exceeded its available resources. Therefore, unfortunately, if the County still desires to hire Mr. Abbott, it must do so at its own expense.

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

Sincerely,

Anthony Fox
Town Attorney

cc: Nancy Anderson, Mayor
Amy McCollum, Town Clerk

PPAB 1688867v1

USINFRASTRUCTURE

1043 E. Morehead St., Suite 203
Charlotte, NC 28204
Phone 704-342-3007
Fax 704-342-1666

May 6, 2010

Mr. Anthony Fox, Attorney at Law
Parker Poe Adams & Bernstein LLP
Three Wachovia Center
401 South Tryon Street, Suite 3000
Charlotte, NC 28202

Edward Goscicki, P.E.
Union County Public Works
500 North Main Street. Suite 500
Monroe, NC 28112

Subject: Additional Services
Optimist Park Flood Study, Remediation Plan
Weddington, NC

Dear Sirs:

US Infrastructure of Carolina, Inc. (USI) was contracted to perform engineering services related to the Optimist Park Floodplain Violation and Remediation Plan in October, 2009. We appreciate the opportunity to work with both the Town of Weddington and Union County. To this point, we have completed a substantial portion of the work outlined in the approved scope of services. Below is a brief synopsis of project progress to date:

- **Task 1 – Site Survey** – Field surveying has been completed and the sealed deliverable has been produced.
- **Task 2 – Duplicate Effective and Corrected Effective Models** – Duplicate and Corrected Effective Models have been completed and submitted to Union County for review. Based on discussions with Staff regarding the models, we anticipate responding to comments will not require significant effort.
- **Task 3 – Proposed Model – Minimal Disturbance to Achieve Compliance** - A “Minimal Disturbance” option which considers the construction of an overflow channel outside the existing vegetated buffer has been completed. This model has not been incorporated into the 2008 modeling at this point.

- **Task 4 – Proposed Model – Alternative Site Impact Evaluation** – An option that considers lowering the footprints of fields has been prepared. A meeting has been held with Town, County and Park staff to discuss this and other findings. A second alternative site impact model has not been completed pending feedback from the park.
- **Task 5 – Submission to NC NFIP** – No work has been performed on this task to date.

We have exceeded our original estimates related to the effort required to perform the project. In consideration of the project schedule as well as both the Town and County's commitments to the State, we have attempted to provide these services in a timely manner rather than identifying and negotiating additional fees for each item that we believed to be outside the contract scope. We would like to take this opportunity to make you aware of the effort expended on items we believe are outside the original agreed-upon scope and respectfully request your consideration of additional compensation to cover the expenses associated with these items. The items we believe constitute additional services include:

- Several on-site remediation options have been modeled, including a flood bench at the bankfull elevation, a flood bench at 2' above the channel invert, and an overflow channel.
- A preliminary sketch plan was prepared to show potential park reconfiguration alternatives.
- Information from the downstream Hollister CLOMR model was incorporated to investigate the impacts of downstream development on the site.
- Approximately twelve downstream improvement options were considered as a means to establish their effectiveness in reducing remediation impacts to the park.
- A memorandum was prepared that detailed the remediation options considered, along with associated pros and cons for each alternative.
- 2001 survey data was analyzed for cut/fill versus the '97 aerial topo and the '09 survey and rendered maps depicting the results were produced.
- Cross section data has been developed and a model prepared based upon the 2001 survey data for evaluation of the benefits of using it as the "pre-violation" existing condition.
- Several unanticipated meetings have been held with Town and County staff related to various issues associated with the project.
- Meetings have been held with Yarbrough-Williams and Houle related to their review of USI models, and effort has been involved in reviewing and responding to their comments on USI models.

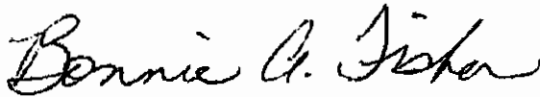
- USI has met with and reviewed conceptually a proposal by Yarbrough-Williams and Houle related to an alternative means of measuring project impacts. Following a review of the methodology, a memorandum was produced in response to the proposal.
- USI has met with WCWAA and Tommy Price to discuss potential remediation options. As a result of that meeting, approximately 5 unique options have been considered to assess their cumulative impacts.

USI costs associated with the above listed items are approximately \$19,200 at this point. We anticipate that some additional coordination may be on-going, and we estimate that may amount to an additional amount of \$10,000. Additionally, it has been requested that fee be included in this request to establish the elevation of homes which may be impacted by an increase in flood elevation. That work has been estimated at approximately \$3,000. An itemized estimate for work to date and anticipated additional effort is attached. Therefore, we respectfully request your consideration of \$33,000 in additional services.

Thank you for the opportunity to serve The Town of Weddington and Union County. Please contact us at 704-342-3007 if you have any questions or would like to discuss this matter further.

Sincerely,

US Infrastructure of Carolina, Inc.



Bonnie A. Fisher, P.E.
Project Manager
Attachment



B. Andrew Martin, P.E.
Senior Engineer

**TOWN OF WEDDINGTON
OPTIMIST PARK MITIGATION
ADDITIONAL SERVICES ESTIMATE (4-16-10)**

Prepared by: USInfrastructure

Hourly Basis Fees	Principal	Project Manager	Senior Engineer	Design Engineer	ACAD Technician	Clerical	USI Labor Total
Additional Tasks Completed to Date							
Additional on-site remediation options	2	1	24				\$3,320.00
Preliminary sketch plan of park reconfiguration alternatives			2		4		\$540.00
Incorporation of Hollister CLOMR model			4				\$480.00
Twelve downstream improvement options considered	2	2	36				\$4,900.00
Remediation options memorandum	1	1	6				\$1,010.00
2001 survey data cut/fill analysis and map			6		8		\$1,320.00
2001 survey data model			8				\$960.00
Additional meetings with Town and County staff	6	6	6				\$2,460.00
Meetings with YWH related to their review of USI models and response to comments	4	4	4				\$1,640.00
Meet with YWH to discuss alternative impact measurement proposal and response memorandum	4	4	4				\$1,640.00
Model 5 additional options per meeting with WCWAA	2		6				\$1,020.00
Additional Tasks Completed to Date subtotal	24	18	106	18	12		\$19,290.00
Anticipated Additional Tasks							
Additional meetings with Town and County staff (2)	4	4	12	6			\$3,110.00
Meeting with NCFIP in Raleigh (1)	8	12					\$2,880.00
Additional Analysis/Exhibits	4	4	16	12			\$4,100.00
Anticipated Additional Tasks subtotal	16	20	28	18			\$10,090.00
PROJECT TOTAL	40	38	134	36	12		\$29,380.00
	\$150	\$140	\$120	\$85	\$75	\$55	

Notes:
Mileage
Expenses
Subcontractors

IRS Rate
At Cost
Cost + 10%



RJH Survey and Mapping Cost Estimate

Project Name

Project Description

Date of Estimate

	Hours	Hourly Fee	Total Cost
Base Survey & Mapping			
control survey	0	125	\$0.00
Field Survey	22	125	\$2,750.00
Drafting	0	55	\$0.00
Survey Tech		75	\$0.00
PLS	2	90	\$180.00

Total \$2,930.00

Plats- # \$0.00

Exhibits- # \$0.00

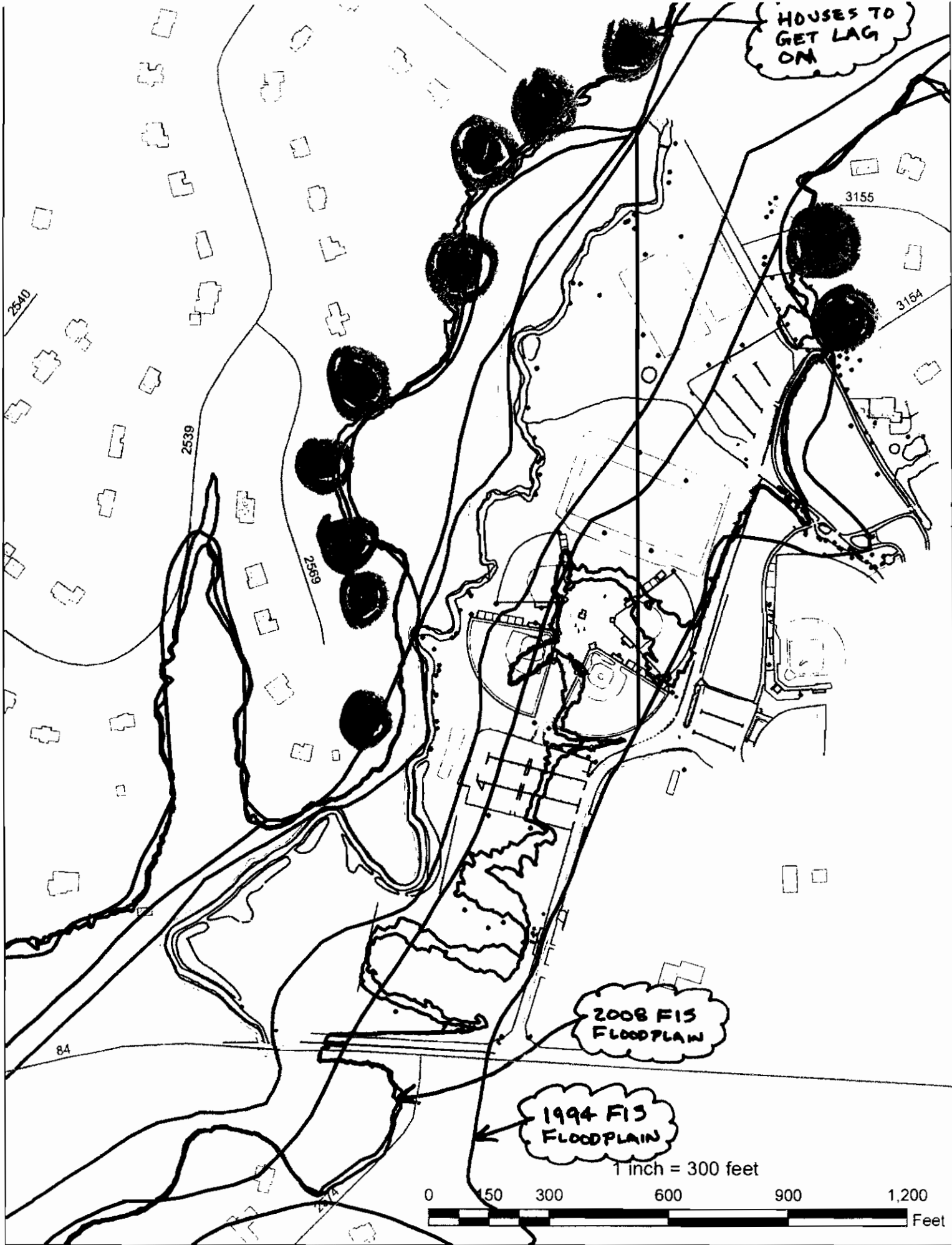
Legal Descriptions- # \$0.00

Real Estate Staking- # parcels \$0.00

Utility Staking \$0.00

Construction Staking \$0.00

Total Survey Cost Estimate **Total** **\$2,930.00**



HOUSES TO
GET LAG
ON

3155

3154

2539

2569

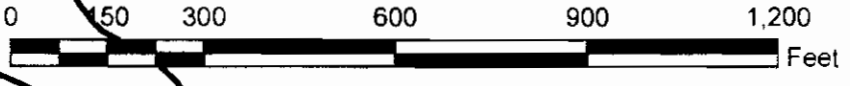
2540

84

2008 FIS
FLOODPLAIN

1994 FIS
FLOODPLAIN

1 inch = 300 feet



**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 07 2010

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

SUBJECT: Renewal of SimplexGrinnell Contract

DEPARTMENT: Sheriff's Office **PUBLIC HEARING:** No

ATTACHMENT(S): Renewal of the SimplexGrinnell Contract

INFORMATION CONTACT: Steve Simpson

TELEPHONE NUMBERS:
Steve Simpson
704-283-3578
704-400-4584

DEPARTMENT'S RECOMMENDED ACTION: Authorize Manager to approve renewal of the SimplexGrinnell annual maintenance agreement following legal review.

BACKGROUND: The Union County Sheriff's Office contracts with SimplexGrinnell to provide maintenance on the alarm, intercom, and door locking systems within the Jail facility. The current maintenance agreement will expire June 30, 2010. Because of safety and security issues associated with this equipment the contract must be maintained.

FINANCIAL IMPACT: \$20,000 allocated in the Sheriff's Jail Facilities budget 10-543128-5351.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

UNION COUNTY - CONTRACT CONTROL SHEET

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

DEPARTMENT
EVERY FIELD IN THIS SECTION MUST BE COMPLETED

A-2492

Party/Vendor Name: Simplex Grinnel
Party/Vendor Contact Person: Kellie Byrd Contact Phone: 704-501-0501
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: 9826 Southern Pine Blvd. City: Charlotte State: NC Zip: 28273
Department: Union County Jail-Facilities Amount: \$20,000
Purpose: Fire Alarm/Intercom/Doorlocking Full Service Contract
Budget Code(s)(put comma between multiple codes): 10-543128-5351

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: 07/01/10
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: Eddie Carter Date: 5-12-10

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: 6/7/10
Clerk to confirm authorization given

Use Standard Template **RISK MANAGEMENT**
[Include these coverages: CGL ; Auto ; WC ; Professional ; Property ; Pollution ; Nonprofit ; Technology E&O
OR See Working Copy OR No Insurance Required
Hold Contract pending receipt of Certificate of Insurance Paragraph 17 - Insurance - I don't agree on naming Simplex on our policy.
With incorporation of insurance provisions as shown, this document is approved by the Risk Manager.
Risk Manager's Signature: Dante R. Hunt Date: 5/14/10

INFORMATION TECHNOLOGY DIRECTOR
(Applicable only for hardware/software purchase or related services)
This document has been reviewed and approved by the Information Systems Director as to technical content.
IT Director's Signature Date: _____

Date Received: _____ **BUDGET AND FINANCE**
Yes No -Sufficient funds are available in the proper category to pay for this expenditure.
Yes No -This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.
Budget Code: _____ Vendor No.: _____ Encumbrance No.: _____
Notes: _____
Yes No - A budget amendment is necessary before this agreement is approved.
Yes No - A budget amendment is attached as required for approval of this agreement.
Finance Director's Signature: _____ Date: _____

CLERK
Date Received: _____ Agenda Date: _____ Approved by Board: Yes No at meeting of _____
Signature(s) Required: Board Chairman/County Manager Finance Director Clerk
 Attorney Information Tech. Director Other: _____

COUNTY MANAGER
This document has been reviewed and its approval recommended by the County Manager. Yes No
County Manager's Signature: _____ Date: _____

SimplexGrinnell BE SAFE.

A Tyco International Company

Safeguarding your occupants and property from fire



Union County Jail
County Manager

Inspection Plus Proposal

TABLE OF CONTENTS

Pricing Summary

Special Provisions

Service Agreement Terms and Conditions

SimplexGrinnell BE SAFE.

Pricing Summary/Scope of Work Union County Jail

Location : Fire Alarm/Intercom/Doorlocking Full Service Contract

<u>Fire Alarm Detection Systems [Full Service (8-5/M-F)]</u>	<u>Quantity</u>	<u>Frequency</u>
Annunciator Panel	1	Annual
Fire Alarm Control Panel (Multiplex/Addressable)	1	Annual
Transponder or gathering panel (Each)	4	Annual
Smoke Detector Functional Test (100% per yr.); Cleaning, and Sensitivity Test (50% per yr.)	161	Annual
Pull Station	26	Annual
Audio / Visual Unit	155	Annual
Waterflow Switch	1	Annual
Tamper Switch Test	1	Annual
Total Annual Investment : (Plus Any Applicable Tax)		\$20,000.00

Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

SPECIAL PROVISIONS

Fire Alarm/Intercom/Doorlocking Full Service Contract, Fire Alarm System

TEST AND INSPECTION OVERVIEW:

Under this Special Provisions, SimplexGrinnell trained technicians will perform inspections and diagnostic tests for all accessible peripheral devices listed and currently connected to the facility life safety system. Tests will be scheduled in advance at the convenience of customer's staff (see "List of Equipment" page for equipment to be tested).

CUSTOMER ASSISTED INSPECTIONS: Under these Special Provisions, customer has agreed to provide (at its own risk and to accept full responsibility for providing) at least one (1) able-bodied person to assist SimplexGrinnell technicians for the duration of the visit. During this visit, customer's personnel will receive informal, hands-on training on basic system functions, and proper inspection procedures.

If a Customer selects this option and either fails to supply the required assistance or is not qualified to do so, the scheduled testing and inspection may be canceled, or at SimplexGrinnell's option, the Customer will be billed for the additional time and materials expended.

TESTING OF PERIPHERAL DEVICES FOR FIRE ALARM AND DETECTION SYSTEMS:

Accessible peripheral devices shall be functionally tested in accordance with NFPA 72, chapter 10, and manufacturer's recommended procedures.

DETECTOR CLEANING FOR FIRE ALARM AND DETECTION SYSTEMS:

To help minimize false alarms, and in accordance with NFPA, accessible smoke detection devices will be cleaned using manufacturer's recommended procedures at a rate of 50% annually. Devices may be dismantled to expose the smoke chamber (where applicable) and cleaned using soft cloth, lint brush, cotton swabs, suitable cleaning solution, or non-electrostatic vacuum. **NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings.**

SENSITIVITY TESTING FOR FIRE ALARM AND DETECTION SYSTEMS:

To ensure accuracy, and in accordance with NFPA guidelines, sensitivity testing will be performed on smoke detectors at a rate of 50% annually. Testing will be performed using only UL approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and if necessary, noted and recommended for replacement. **NOTE: Certain types of analog smoke sensors will automatically satisfy this requirement electronically.**

DOCUMENTATION: All accessible components and devices shall be logged for:

Exact location of each device tested, including system address or zone location

Test results and applicable voltage readings

Any discrepancies found shall be noted individually and on a separate summary page

Inspection documentation shall be provided to customer's designated personnel and copies shall be archived by SimplexGrinnell. **NOTE: Certain additional services may be required by the respective Authorities Having Jurisdiction (or AHJ). NFPA: Local AHJs or internal organizational requirements may be more restrictive than state requirements. The building owner or manager should make them self aware of applicable codes and references in order to ensure that contracted services are in compliance with (and fulfill) all requirements.**

EMERGENCY SERVICE CALL AND LABOR:

Standard Service (Provided during normal working hours, Mon - Fri, 8:00 a.m. - 5:00 p.m., excluding holidays). This provision includes labor, travel, and mileage charges for repairs associated with normal equipment failures. Emergency service will be provided within 24 hours of notification Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding SimplexGrinnell holidays, unless outlined as a special provision to the contract. This provision covers labor to troubleshoot and diagnose system problems, and the labor to replace failed devices. **NOTE: With Standard Emergency Service, customer is invoiced at standard (normal working hrs) labor rate for billable after hours service calls.**

PARTS AND COMPONENT REPLACEMENT:

PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR LISTED ELECTRONIC SYSTEMS:

Additionally, these Special Provisions cover component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. **Replacement of faulty wiring is not covered. (See Terms and Conditions.)**

BATTERY REPLACEMENT INCLUDED

Special Items Also Included in Contract:

Fire Alarm System

1. All software updates will be given at no charge and an updated disk will be created.
2. All after hours service calls (if any) will be invoiced at straight time only.

Intercom System

1. All panel parts are covered (parts and labor)
2. Devices are not covered (peripherals, speakers, phones, etc)
3. Batteries are not covered under this agreement

4. Unlimited service calls during SimplexGrinnell's normal business hours are included.
5. All software updates will be given at no additional charge to the customer.

Doorlocking System Controls

1. All head end panels are covered (parts and labor)
2. Unlimited service calls during SimplexGrinnell's normal business hours are included.
3. Devices not covered: replacement of cell locking devices (cell lock)
4. Troubleshooting entire system is included.

Customer will schedule any lifts that are needed to assist technicians. Cost of lift is not included in this price and will be billed additionally.

Additionally, we will be testing 11 CO2 detectors at the facility and agree to replace the 11 detectors if needed (both equipment cost and labor cost) under the total agreement price given in the the above agreement. There is no additional expense to the customer if they fail we will replace them at no additional charge.

We will also inspect and cover the 2 IAM/ZAMS located at the facility at no additional charge. They are covered under this agreement and there will not be a separate charge for replacement of these devices.

SERVICE AGREEMENT

This agreement is made by and between Union County Jail ("Customer") and SimplexGrinnell LP ("Company") and is effective as of **07/01/2010 to 06/30/2011**.

Customer agrees to purchase and Company agrees to provide the Services, as defined herein, and materials as set forth in this Agreement subject to the terms and conditions of this Agreement.

SCOPE OF WORK

Services will be provided at the following locations:
Fira Alarm/Intercom/Doorlocking Full Service Contract

Service(s) and pricing:

TOTAL ANNUAL PRICE (Plus Any Applicable Tax)

Twenty Thousand Dollars and 0 Cents (\$20,000.00).

Payment Terms:

Payment is due upon receipt of invoice.
Payment for Service(s) shall be total contract

CUSTOMER ACCEPTANCE

In accepting this proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

CUSTOMER

Union County Jail
3344 Presson Road
Monroe, NC 28112

SIMPLEXGRINNELL LP
9826 Southern Pine Blvd
Charlotte, NC 28273

By: _____
Print Name: County Manager
Title: _____
Phone# : _____
Fax# : _____
Customer email : _____
PO# : _____
(Customer)# : _____
Date : _____

By: _____
Print Name: Kelly Murphy Byrd
Title: Service Sales Representative
Phone Number : 704-501-0548
Fax Number : 704-525-1550
E-Mail Address: kmurphy@simplexgrinnell.com
License Number (if applicable): _____
Date : _____
Authorized Manager : _____

Terms and Conditions

1. Term. The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.
2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.
3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be

increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.
4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.
5. Code Compliance. Company does not undertake an obligation to inspect for compliance

with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.
6. Limitation Of Liability; Limitations Of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises.
Customer agrees to look exclusively to the Customer's insurer to recover for injuries or

SERVICE AGREEMENT

(continued)

damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense

against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement.

Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees,

and monitoring services, of scheduled testing and/or repair of systems;

- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

10. Repair Services (If Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work section of this Agreement, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

SERVICE AGREEMENT

(continued)

13. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

14. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above.

If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) end/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

15. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

16. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all

losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

17. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

18. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

19. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

20. Force Majeure. Company shall not be

responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

21. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

22. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

23. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1½ % per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

24. One-Year Limitation On Actions; Choice Of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

25. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

26. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

27. Severability. If any provision of this Agreement

SERVICE AGREEMENT

(continued)

is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

28. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

29. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

UNION COUNTY - CONTRACT CONTROL SHEET

AGENDA ITEM

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

5147 2501 MEETING DATE 6-7-10

Party/Vendor Name: Thomson Reuters
Party/Vendor Contact Person: Melissa Barbour Contact Phone: 919-765-9537
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: 303 Hickorywood Boulevard City: Cary State: NC Zip: 27519
Department: Legal Amount: \$26,569.15
Purpose: WestLaw Next
Budget Code(s)(put comma between multiple codes): 10-540800-5233
Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable] [X]
TYPE OF CONTRACT: (Please Check One) [X] New [] Renewal [] Amendment Effective Date: July 1, 2010
If this is a grant agreement, pre-application has been authorized by the Board of Commissioners: []
This document has been reviewed and approved by the Department Head as to technical content.
Department Head's Signature: Date:

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 [X] Date:
Date Board authorization requested: 6/7/10
Clerk to confirm authorization given

Use Standard Template [] RISK MANAGEMENT
[Include these coverages: CGL []; Auto []; WC []; Professional []; Property []; Pollution []; Nonprofit []; Technology E&O []
OR See Working Copy [] OR No insurance Required [X]
Hold Contract pending receipt of Certificate of Insurance []
With incorporation of insurance provisions as shown, this document is approved by the Risk Manager:
Risk Manager's Signature: Date: 5/21/10

INFORMATION TECHNOLOGY DIRECTOR
(Applicable only for hardware/software purchase or related services)
This document has been reviewed and approved by the Information Systems Director as to technical content.
IT Director's Signature Date:

Date Received: BUDGET AND FINANCE
Yes [] No [] -Sufficient funds are available in the proper category to pay for this expenditure.
Yes [] No [] -This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.
Budget Code: Vendor No.: Encumbrance No.:
Notes:
Yes [] No [] - A budget amendment is necessary before this agreement is approved.
Yes [] No [] - A budget amendment is attached as required for approval of this agreement.
Finance Director's Signature: Date:

CLERK
Date Received: Agenda Date: Approved by Board: [] Yes [] No at meeting of
Signature(s) Required: [] Board Chairman/County Manager [] Finance Director [] Clerk
[] Attorney [] Information Tech. Director [] Other:

COUNTY MANAGER
This document has been reviewed and its approval recommended by the County Manager. [] Yes [] No
County Manager's Signature: Date:

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

Party/Vendor Name: Thomson Reuters

Party/Vendor Contact Person: Melissa Barbour

Contact Phone: 919-765-9537

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

Address: 303 Hickorywood Blvd.

City: Cary

State: NC

Zip: 27519

Department: Union County Sheriff's Office

Amount: 1yr=1180.20, 2yr=1239.21, 3yr=1301.17 \$3,720.58

Purpose: West Law NEXT

Budget Code(s)(put comma between multiple codes): 10-543130-5233-1050

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: _____

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: Eddie Carter

Date: 5-19-10

Approval by Board

ATTORNEY

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

This document has been reviewed and approved by the 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

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: _____

WEST ORDER FORM FOR WESTPACK PRODUCTS

610 Opperman Drive
St. Paul, MN 55164-1803
Tel: 651/687-8000

WEST®

A Thomson Reuters business

<i>Check West account status below as applicable:</i>		Rep Name & Number <u> Melissa Barbour 0040828 </u>	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		* * * R E Q U I R E D * * *
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # <u> 1000760468 </u>	PO # _____	Date _____	
Name/Subscriber <u> Union County Legal Department </u>		Bill To Acct # _____	
Order Confirmation Contact Name <u> Jeff Crook </u>			
E-Mail <u> Crook@co.union.nc.us </u>			
Westlaw Password Contact Name (for password delivery) <u> Trudy Helms </u>		E-Mail <u> tbhelms@co.union.nc.us </u>	
Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/>			
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____		State _____ County _____ Zip _____	
WestPack WestlawPRO Products			

WestPack Promotion Code: WPK3

Full Svc #	WestlawPRO Products	# of Passwords/ FTEs/Students	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly WestlawPRO Charges
40988773	WestlawNext Government Select 14 points		1082		26	800.68

Notes:
Non-appropriation of Funds Clause incorporated by reference.

Total Monthly Charges \$ 800.68

WestPack Print and CD-ROM Products

-Quantity of WestPack Titles-

Full Svc #	WestPack Print and CD-ROM Products	New *	Existing **	List/CD-ROM Charges	Other	Total List/CD- ROM Charges
11518894	White UCC PE		1			
17910311	Dobbs Law of Torts		1			
13510149	Commercial Agreements w/Forms		1			
40120890	NC Law of Damages		1			
13513138	Discretion Land Use Handbook		1			
13971847	State & Local Government Empl Liab		1			
14862677	Modern Law of Contracts		1			
14862869	Sales Under UCC Law		1			
40120912	NC Workers Comp w/Forms		1			
13973092	State & Local Environ Liab		1			
41020908	NC PR Real Estate w/Forms		1			

† Total Charges 0

† Total Charges includes charges from attached page 2, if applicable.

* This is a new title for Subscriber or Subscriber maintains an existing subscription to this WestPack title and desires additional copy(ies) – ship and enter subscription(s) for the requested title.

** Subscriber maintains existing subscription(s) to this WestPack title – do not ship.

2

Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for the minimum term elected by Subscriber with his/her initials below ("Minimum Term"). If Subscriber agrees to commit to a longer Minimum Term of 24 months or 36 months, any increases in Subscriber's Monthly WestlawPRO Charges will be billed as set forth herein. Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, CD-ROM Charges and WestPack Subscription Charges are billed thereafter at up to then-current rates.

Subscriber's Initials for 12, 24 or 36 Month Minimum Term

- 12 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 20% WestPack Print and CD-ROM Product discount (new and existing)
- 24 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 30% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than _____% over Monthly WestlawPRO Charges for initial 12 months.
- X 36 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 50% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than 5 _____% over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to increase by more than 5 _____% over Monthly WestlawPRO Charges for second 12 months.

LAW FIRM CUSTOMERS ONLY: Upon conclusion of the WestlawPRO Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly WestlawPRO Charges for the Renewal Term will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

CORPORATE AND GOVERNMENT CUSTOMERS ONLY: Upon conclusion of the WestlawPRO Minimum Term, Monthly WestlawPRO Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

X _____ Subscriber's Initials

Subscriber has 3 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users, students and Personnel (if ordering a Paralegal Plan) for the location identified above or FTE's (if ordering Campus Research) for WestlawPRO, CD-ROM case law and/or West LegalEdcenter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

Internal Corporate Use Only BND

Technical Contacts for Westlaw Patron Access and Campus Research and Thomson Innovation Administrator

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____
One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

_____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

Thomson Innovation Administrator Name (please print): _____

E-Mail Address: _____

WestlawPRO Renewals		
Sub Mail #	WestlawPRO Products	Current Monthly WestlawPRO Charges*
Notes:		

_____ Subscriber's Initials for 12 Month Renewal Term ** Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be _____% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term.

_____ Subscriber's Initials for 24 Month Renewal Term ** Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months.

3

Subscriber's Initials for 36 Month Renewal Term ** Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the second additional 12 months.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

*Current Monthly WestlawPRO Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

**Effective at the end of the current Minimum Term or current Renewal Term.

- LAW FIRM CUSTOMERS ONLY:** Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly WestlawPRO Charges for Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.
- CORPORATE AND GOVERNMENT CUSTOMERS ONLY:** Upon conclusion of the Renewal Term designated above, Monthly WestlawPRO Charges are billed thereafter at then current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Westlaw Passwords and QuickView+						
Last Name	First Name, M.I.	Atty	Lib	Para	Other	Product(s)
Crook	Jeff	x				ALL
Ritchie	Courtney	x				ALL
McGuirt	William	x				ALL
Helms	Trudy			x		ALL

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to the accuracy of charges or other information on QuickView+.

Authorized QuickView+ Password Holder _____ Password _____ Authorized Acct # _____

Additional Non-WestPack WestlawPRO, CD-ROM and West LegalEdcenter Products						
Full Svc #	Non-WestPack WestlawPRO/ CD-ROM/WLEC Products	# of Pwds Conc. CD Users	Mo. Banded/ Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD/WLEC Charges
Notes:						

Total Monthly Charges \$ _____

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a minimum of 12 months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein.

Subscriber's Initials for 24 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months.

Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

4

LAW FIRM CUSTOMERS ONLY: Upon conclusion of the WestlawPRO Minimum Term, including West LegalEdcenter product(s) that are part of a WestlawPRO Select, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly WestlawPRO Charges for the Renewal Term will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, West LegalEdcenter Charges are billed thereafter at up to then-current rates.

CORPORATE AND GOVERNMENT CUSTOMERS ONLY: Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly WestlawPRO Charges and/or West LegalEdcenter Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Subscriber's Initials Subscriber has _____ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users, students and Personnel (if ordering a Paralegal Plan) for the location identified above or FTE's (if ordering Campus Research) for WestlawPRO, CD-ROM case law and/or West LegalEdcenter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

CD-ROM/DVD and/or West LegalEdcenter annual billing (please check if requested)

West LegalEdcenter Online Features and Services:

Subscriber's Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Pass shall be billed at then-current rates via credit card billing.

Additional Non-WestPack Print Products					
Full Svc #	Non-WestPack Print Products	Quantity	List Charges	Other	Charges

Notes:

Total Charges \$ _____

Terms of Payment for Print Products. West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ _____ per month plus tax for approximately _____ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.

Subscription Service, Passwords and West km Government Express. Subscription service may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber after the Minimum Term for WestPack print or CD-ROM products. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case Notebook Software will not be issued Westlaw passwords. West km Government Express software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized Users.

General Provisions. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatued installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charges may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

Returns. If Subscriber is not completely satisfied with any non-WestPack print or non-WestPack CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges and West LegalEdcenter Charges are not refundable.

6

Westlaw Government Select Modules Addendum
PROGRAM ID : CPRO

Date _____

Account Name Union County Legal Department

Account Number 1000760468

Subscriber's Initials for Modules elected by Subscriber X

Please enter the state designation for each applicable Core and State-Specific module specified

Core(s)	National and Topical Modules (Continued)
<input checked="" type="checkbox"/> Westlaw Select State Core: _____	<input type="checkbox"/> All State Primary Law
<input type="checkbox"/> Regulatory Core	<input checked="" type="checkbox"/> American Jurisprudence (AMJUR)
<input type="checkbox"/> Federal Primary Core	<input type="checkbox"/> American Jurisprudence Legal Forms
State Specific Modules	<input type="checkbox"/> American Law Reports (ALR)
<input type="checkbox"/> _____ Administrative	<input type="checkbox"/> Bill & Regulatory Tracking
<input type="checkbox"/> _____ Appellate Court Briefs	<input type="checkbox"/> Case Evaluator
<input type="checkbox"/> _____ Business Law	<input type="checkbox"/> Corporate Forms
<input type="checkbox"/> _____ Civil Pleadings, Motions & Memoranda	<input type="checkbox"/> Corpus Juris Secundum (CJS)
<input type="checkbox"/> _____ Construction Law	<input type="checkbox"/> Criminal and Arrest Records
<input checked="" type="checkbox"/> <u>NC</u> Criminal Secondary	<input type="checkbox"/> Employment Coordinator
<input type="checkbox"/> _____ Employment Law	<input type="checkbox"/> Federal Primary Law
<input type="checkbox"/> _____ Environmental Law	<input type="checkbox"/> Forms Library (formerly All Forms)
<input type="checkbox"/> _____ Estate Planning	<input type="checkbox"/> Graphical Statutes
<input type="checkbox"/> _____ Family Law	<input type="checkbox"/> Law Reviews and Journals
<input type="checkbox"/> _____ Federal Materials	<input type="checkbox"/> Legislative History-Federal & All State
<input type="checkbox"/> _____ Legislative History	<input type="checkbox"/> National Criminal Secondary
<input type="checkbox"/> _____ Municipal Law	<input type="checkbox"/> National Public Records
<input checked="" type="checkbox"/> <u>NC</u> Municipal Law Counselor	<input type="checkbox"/> Norton Bankruptcy Law
<input type="checkbox"/> _____ Real Property	<input type="checkbox"/> PastStat Locator
National and Topical Modules	<input type="checkbox"/> People Map Comprehensive
<input type="checkbox"/> 50 State Statutes Survey	<input type="checkbox"/> Real Property
<input type="checkbox"/> Advanced Employment Practice	<input type="checkbox"/> Real Property Construction
<input type="checkbox"/> Advanced Managing Outside Counsel	<input checked="" type="checkbox"/> RegulationsPlus
<input type="checkbox"/> All Analytical	<input type="checkbox"/> US News
<input type="checkbox"/> All Briefs	<input checked="" type="checkbox"/> <u>NC Practice Series</u>
<input type="checkbox"/> All Federal Cases	<input type="checkbox"/> _____
<input type="checkbox"/> All News	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> All Primary Law	<input type="checkbox"/> _____
<input type="checkbox"/> All State Cases	<input type="checkbox"/> _____
	<input type="checkbox"/> _____
	<input type="checkbox"/> _____
	<input type="checkbox"/> _____
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	<input type="checkbox"/> _____
	<input type="checkbox"/> _____
	<input type="checkbox"/> _____
	<input type="checkbox"/> _____

7

NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of the Subscriber Agreement and the Order Form, or if a lawful order issued in or for any fiscal year during the Minimum Term of the Subscriber Agreement and the Order Form reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, the Subscriber Agreement and the Order Form shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to Subscriber. Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue the Subscriber Agreement and the Order Form, and provide West notice not less than thirty (30) days prior to the date of cancellation.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 06/07/10

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

SUBJECT: Requisition # 469-Dell Computer Corp

DEPARTMENT: Union County Sheriff's Office **PUBLIC HEARING:** No

ATTACHMENT(S):
Copy of quote and requisition # 469

INFORMATION CONTACT:
Capt. Steve Simpson

TELEPHONE NUMBERS:
704-283-3578
704-400-4584

DEPARTMENT'S RECOMMENDED ACTION: Approve requisition # 469 for purchase order conversion

BACKGROUND: Requisition # 469 is for the purchase of Dell computer servers and other related equipment that will be housed in the Sheriff's Office computer server room. These units will provide backup storage and redundancy for our internal network which houses the Sheriff's records management system (RMS) and Jail Management System (JMS). Note*** The State Contract number for this quote is 204J-ITS. No need for additional quotes.

FINANCIAL IMPACT: \$38,197.86 taken from the Sheriff's 2009 JAG Stimulus Grant.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 7, 2010

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

SUBJECT: Resolution to Reaffirm the Union County Land Use Plan

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

ATTACHMENT(S):
(i) Revised Resolution to Reaffirm the Union County Land Use Plan, (ii) Redlined version showing changes since adoption of first resolution on April 19

INFORMATION CONTACT:
Amy Helms, UCPW
Reuben Crummy, NCDOT

TELEPHONE NUMBERS:
Helms - 704-283-3520
Crummy - 919-715-5737

DEPARTMENT'S RECOMMENDED ACTION: Adopt attached resolution.

BACKGROUND: On April 19, 2010, the Board of Commissioners adopted "A Resolution to Reaffirm the Union County Land Use Plan for the Purpose of Adoption of the Union County Comprehensive Transportation Plan (Rural Section)" to enable approval of the CTP by the N.C. Department of Transportation. Following approval by the Board, NCDOT requested several modifications to this resolution. Specifically, NCDOT has asked that the County remove the language in the resolution limiting the purpose of the reaffirmation of the Land Use Plan to the adoption of the Union County Comprehensive Transportation Plan (Rural Section). The Union County Legal Department believes that such changes are inconsequential, and the resolution has been modified as requested by DOT.

FINANCIAL IMPACT: None.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

A RESOLUTION TO REAFFIRM THE UNION COUNTY LAND USE PLAN

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

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

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

WHEREAS, the Board adopted the Comprehensive Transportation Plan on April 19, 2010; and

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

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

WHEREAS, the Union County Board of Commissioners desires to reaffirm its Land Use Plan to comply with N.C.G.S. § 136-66.2(b1); and

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

NOW, THEREFORE BE IT RESOLVED BY THE UNION COUNTY BOARD OF COMMISSIONERS that the Land Use Plan is reaffirmed for the purpose of complying with N.C.G.S § 136-66.2(b1).

Adopted this _____ day of _____, 2010.

Kim Rogers, Chair of the Union County Board of Commissioners

SEAL

ATTEST:

Lynn West, Clerk to the Board of Commissioners

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

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

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

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

WHEREAS, the Board ~~is considering adoption of~~adopted the Comprehensive Transportation Plan on April 19, 2010; and

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

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

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

~~WHEREAS, this reaffirmation of the Land Use Plan shall apply only to adoption of the Comprehensive Transportation Plan and shall not have any application beyond adoption of such plan to comply with N.C.G.S. § 136-66.2(b1); and~~

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

NOW, THEREFORE BE IT RESOLVED BY THE UNION COUNTY BOARD OF COMMISSIONERS that the Land Use Plan is reaffirmed for the ~~limited purpose of adopting the Comprehensive Transportation Plan~~complying with N.C.G.S § 136-66.2(b1).

Adopted this _____ day of _____, 2010.

Kim Rogers, Chair of the Union County Board of Commissioners

SEAL

ATTEST:

Lynn West, Clerk to the Board of Commissioners

Document comparison done by DeltaView on Monday, May 10, 2010 1:49:38 PM

Input:	
Document 1	file://C:/Documents and Settings/critchie/My Documents/Board of Commissioners/Resolution Reaffirming LU Plan 4-19-10 Retyped.doc
Document 2	file://C:/Documents and Settings/critchie/My Documents/Board of Commissioners/Revised Resolutionto Reaffirm Land Use Plan.doc
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	4
Deletions	6
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	10

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 06/07/10

Action Agenda Item No. 516
(Central Admin. use only)

SUBJECT: Justice Assistance Grant- 2010

DEPARTMENT: Union County Sheriff's Office **PUBLIC HEARING:** Yes

ATTACHMENT(S):
Copy of Grant Application

INFORMATION CONTACT:
Captain Steve Simpson

TELEPHONE NUMBERS:
704-283-3578
704-400-4584

DEPARTMENT'S RECOMMENDED ACTION: Accept JAG application and delegate signing authority to County Manager Al Greene. Captain Steve Simpson will act as the grant administrator. THIS GRANT MUST BE RETURNED TO THE SHERIFF'S OFFICE BY MONDAY June 14, 2010 in order to get it submitted.

BACKGROUND: The Union County Sheriff's Office requests authorization to make application for the FY 2010 Justice Assistance Grant (JAG) from the Bureau of Justice Assistance. If approved this grant will provide \$52,729.00 to the Sheriff's Office to be used towards Information Technology projects such as purchasing a Printquest Automated Fingerprint/Palmprint System and replacing the existing Evidence Drying Cabinet in our crime scene lab area. *Note* This grant does not require any matching funds from the county. As indicated in the packet the public hearing will be held at the Sheriff's Office on June 21, 2010.

FINANCIAL IMPACT: N/A No matching funds required.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____



BJA FY 10 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation 2010-H5362-NC-DJ



[Application](#)

[Correspondence](#)

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APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name Union County		Organizational Unit Sheriff's Office
Address 3344 Presson Rd. Monroe, North Carolina 28112-9140		Name and telephone number of the person to be contacted on matters involving this application Simpson, Steven (704) 283-3578
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 56-6000345		7. TYPE OF APPLICANT County
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA EDWARD BYRNE MEMORIAL JUSTICE TITLE: ASSISTANCE GRANT PROGRAM		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Sheriff's Evidence Technology Upgrade Program (SETUP)
12. AREAS AFFECTED BY PROJECT Union County North Carolina		
13. PROPOSED PROJECT Start Date: October 01, 2010 End Date: October 31, 2012		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project NC08
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program is not covered by
Federal	\$52,729	
Applicant	\$0	
State	\$0	

Local	\$0	E.O. 12372
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$52,729	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Continue

Budget for JAG -2010 - Union County Sheriff's Office

Equipment/Installation

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Entry 1	Purchase of (1) Printquest (or equivalent) Automated Fingerprint/Palmprint System	\$43,000.00
Entry 2	Replace/Upgrade Evidence Drying Cabinet	\$9,729.00
TOTAL		<u>\$52,729.00</u>

Budget Summary

<u>Budget Category</u>	<u>Amount</u>
Equipment/Installation	\$52,729.00

TOTAL PROJECTED COSTS \$52,729.00

Federal Request \$52,729.00

****Note** Some actual pricing may change due to the time of purchase.
Adjustments will be made if necessary.**

Program Narrative for JAG 2010:

The Union County Sheriff's Office is currently in need of upgrading its Evidence Drying Cabinet that has been in use since early 1994 and has become antiquated, making it difficult to find replacement parts. We would also like to purchase a Printquest (or equivalent) Automated Fingerprint/Palmprint System that will allow us to automatically upload rolled fingerprint/palmprints from our Livescan Fingerprint machines into a local database in order to compare latent prints lifted from crime scenes. The funds will be applied to the purchase of hardware and/or software as well as related equipment in order for the Sheriff's Office to provide the latest technology to our citizens as it relates to such equipment.

The Union County Sheriff's Office will address our crime scene needs by replacing an antiquated drying cabinet used for crime scene processing and by purchasing a Printquest (or equivalent) Automated Fingerprint/Palmprint System that will allow us search and compare latent prints taken from crime scenes to those stored in an internal database as well as prints stored by state and federal agencies.

The Union County Sheriff's Office is making application for \$52,729.00 allocated by the Department of Justice for this project from the JAG funding.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 7, 2010

Action Agenda Item No. 5/7
(Central Admin. use only)

SUBJECT: Request for Refund

DEPARTMENT: Register of Deeds

PUBLIC HEARING: Choose one....

ATTACHMENT(S):
(1) Letter from Julie McDowell
(2) Request for services

INFORMATION CONTACT:
Crystal D. Crump

TELEPHONE NUMBERS:
704-283-3794

DEPARTMENT'S RECOMMENDED ACTION: Authorize refund in the amount of \$34.00 to Julie McDowell.

BACKGROUND:

FINANCIAL IMPACT: \$34

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

5-18-2010

Dear Crystal D. Crump

I Julie Lynn McDowell would like to request a refund from the money order I sent to the register of deeds to receive my birth certificate, which I did get but, I would like to receive the remainder of the money order to be mailed to me it should be thirty four dollars, I sent to much money, because I thought that you all had the over night service and you dont. So if you could handle this for me I would appreciate it very much.

Thank you all
Julie Lynn
McDowell

Union County, NC
Crystal D. Crump
Register of Deeds

Receipt # : 2010-172199
Date : 05/14/2010 02:52pm

Document : 1 of 1

Description:

Description	Qty	Unit Cost	Extended
Certified Copy of Vital Record / PRICE	1	10.00	10.00
COUNTY RETAINED OVERAGE	1	34.00	34.00
		Document 1	44.00
		Grand Total	44.00
		Check 045935	-44.00
		Balance	0.00

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 06-07-10

Action Agenda Item No. 518
(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 49

INFORMATION CONTACT:
Jim Bention, Sr.

TELEPHONE NUMBERS:
704-282-0471

DEPARTMENT'S RECOMMENDED ACTION: Adopt Budget Ordinance Amendment #49 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, amended on October 19, 2009 with the adoption of Budget Ordinance Amendment #15 with an increase of \$47,066, and amended on May 3, 2010 with the adoption of Budget Amendment #43 with a decrease of \$16,526. The DJJDP has requested a decrease in funding of \$1,878 for a total funding amount of \$276,100 for FY 2009-2010.

The Juvenile Crime Prevention Council (JCPC) Board has approved to decrease funding for Psychological Services and Daymark Recovery Services.

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: _____

BUDGET AMENDMENT

BUDGET DJJDP REQUESTED BY Jim Bention
 FISCAL YEAR FY2010 DATE June 07, 2010

INCREASE

<u>Description</u>	<u> </u>	<u> </u>
Operating Expenses	<u> </u>	<u> </u> 1,878
State Revenue	<u> </u>	<u> </u> 1,878
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>

DECREASE

<u>Description</u>	<u> </u>	<u> </u>
Operating Expenses	<u> </u>	<u> </u> 1,878
State Revenue	<u> </u>	<u> </u> 1,878
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>

Explanation: Decrease of DJJDP Program Funding for FY 2010

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>	<u> </u>
<u>10457800-4496-1607</u>	<u>Daymark Recovery</u>	<u> </u> 3	<u>10557800-5699-1607</u>	<u>Daymark Recovery</u>	<u> </u> 3
<u>10457000-4496-1611</u>	<u>Psychologiocial Service</u>	<u> </u> 1,875	<u>10557000-5699-1611</u>	<u>Psychologiocial Service</u>	<u> </u> 1,875
<u>10557100-5920-1601</u>	<u>Contingency</u>	<u> </u> 1,878	<u>10457100-4920-1601</u>	<u>Contingency</u>	<u> </u> 1,878
	<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>
Total	<u> </u>	<u> </u> 3,753	Total	<u> </u>	<u> </u> 3,753

Prepared By bi
 Posted By
 Date

Union (Rev. 05-27-2010)
DJJD County Funding Plan


Revised 5-2010

Available Funds: \$294,504 Local Match: \$ \$119,671 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 Union County	\$103,280	\$6,503	\$24,481			\$134,264
2	Shelter Care	\$35,000		\$33,036			\$68,036
3	Daymark Recovery Services	\$19,460	\$3,607	\$3,211			\$26,278
4	United Family Services	\$57,917	\$17,375				\$75,292
5	Connecting Futures	\$46,918	\$500	\$28,234			\$75,652
6	Psycholgocial Services	\$5,625		\$2,724			\$8,349
7	JCPC Administration	\$7,900					\$7,900
8							\$0
9							\$0
10							\$0
	TOTALS:	\$276,100	\$27,985	\$91,686	\$0	\$0	\$395,771

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


Chairperson, Juvenile Crime Prevention Council 06/01/10
(Date)


Chairperson, Board of County Commissioners (Date)



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
5/9
MEETING DATE 6-7-10
704-283-3848
704-283-3897 Fax

TO: Lynn West
Clerk to the Board

FROM: John Petoskey
Tax Administrator 

DATE: May 17, 2010

SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending April 30, 2010 is attached for your information and review.

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

Attachment

JP/PH

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

APRIL 30, 2010 REGULAR TAX	2010	2009	2008	2007
BEGINNING CHARGE	159,824.95	147,292,960.67	143,607,755.99	116,290,745.59
DISCOVERIES	25,204.70			
FARM DEFERMENTS		2,921.53	2,945.81	2,687.58
RELEASES	(1,699.74)	(9,284.56)	(2,114.88)	(3,911.63)
TOTAL CHARGE	183,329.91	147,286,597.64	143,608,586.92	116,289,521.54
BEGINNING COLLECTIONS	84,364.26	140,750,440.45	141,597,127.01	115,659,508.10
COLLECTIONS	8,623.89	995,073.75	101,965.25	16,285.23
TOTAL COLLECTIONS	92,988.15	141,745,514.20	141,699,092.26	115,675,793.33
BALANCE OUTSTANDING	90,341.76	5,541,083.44	1,909,494.66	613,728.21
PERCENTAGE OF REGULAR	50.72%	96.24%	98.67%	99.47%
APRIL 30, 2010 MOTOR VEHICLE				
BEGINNING CHARGE		9,042,781.03	11,730,224.20	12,061,211.15
11TH MOTOR VEHICLE BILLING		831,462.34		
ASSESSOR RELEASE		(7,000.04)	(8.12)	
ASSESSOR REFUND		(363.09)	(200.60)	(262.25)
COLLECTOR RELEASE		(4,376.22)	(311.16)	
COLLECTOR REFUND		(1,380.29)	(14.24)	
REIMBURSEMENTS		5,396.81	1,629.64	472.37
ADJUSTMENTS		17.40	0.02	
TOTAL CHARGE		9,866,537.94	11,731,319.74	12,061,421.27
BEGINNING COLLECTIONS		7,556,112.86	11,497,135.30	11,927,666.24
COLLECTIONS		810,057.66	26,129.92	2,249.91
TOTAL COLLECTIONS		8,366,170.52	11,523,265.22	11,929,916.15
BALANCE OUTSTANDING		1,500,367.42	208,054.52	131,505.12
PERCENTAGE OF MOTOR VEHICLE		84.79%	98.23%	98.91%
OVERALL CHARGED		157,153,135.58	155,339,906.66	128,350,942.81
OVERALL COLLECTED		150,111,684.72	153,222,357.48	127,605,709.48
OVERALL PERCENTAGE		95.52%	98.64%	99.42%

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

APRIL 30, 2010 REGULAR TAX	2006	2005	2004	2003
BEGINNING CHARGE	96,275,153.02	86,244,505.82	75,934,000.67	60,651,659.92
DISCOVERIES				
FARM DEFERMENTS	1,574.25			
RELEASES	(3,767.84)	(505.45)	(149.56)	(69.73)
TOTAL CHARGE	96,272,959.43	86,244,000.37	75,933,851.11	60,651,590.19
BEGINNING COLLECTIONS	95,867,735.70	86,004,144.89	75,771,120.37	60,535,007.23
COLLECTIONS	2,978.09	2,916.44	2,291.78	619.57
TOTAL COLLECTIONS	95,870,713.79	86,007,061.33	75,773,412.15	60,535,626.80
BALANCE OUTSTANDING	402,245.64	236,939.04	160,438.96	115,963.39
PERCENTAGE OF REGULAR	99.58%	99.73%	99.79%	99.81%
APRIL 30, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	10,333,743.50	-	-	-
11TH MOTOR VEHICLE BILLING				
ASSESSOR RELEASE				
ASSESSOR REFUND				
COLLECTOR RELEASE				
COLLECTOR REFUND				
REIMBURSEMENTS				
ADJUSTMENTS				
TOTAL CHARGE	10,333,743.50	-	-	-
BEGINNING COLLECTIONS	10,244,974.02	-	-	-
COLLECTIONS	828.75	-	-	-
TOTAL COLLECTIONS	10,245,802.77	-	-	-
BALANCE OUTSTANDING	87,940.73	-	-	-
PERCENTAGE OF MOTOR VEHICLE	99.15%			
OVERALL CHARGED	106,606,702.93	86,244,000.37	75,933,851.11	60,651,590.19
OVERALL COLLECTED	106,116,516.56	86,007,061.33	75,773,412.15	60,535,626.80
OVERALL PERCENTAGE	99.54%	99.73%	99.79%	99.81%

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

APRIL 30, 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	(54.64)	(47.51)		
TOTAL CHARGE	51,673,845.76	48,122,602.16	43,552,864.81	40,736,778.57
BEGINNING COLLECTIONS	51,589,476.79	48,060,330.71	43,509,657.89	40,698,324.25
COLLECTIONS	235.93	440.45	40.35	48.11
TOTAL COLLECTIONS	51,589,712.72	48,060,771.16	43,509,698.24	40,698,372.36
BALANCE OUTSTANDING	84,133.04	61,831.00	43,166.57	38,406.21
PERCENTAGE OF REGULAR	99.84%	99.87%	99.90%	99.91%
APRIL 30, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
11TH 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	51,673,845.76	48,122,602.16	43,552,864.81	40,736,778.57
OVERALL COLLECTED	51,589,712.72	48,060,771.16	43,509,698.24	40,698,372.36
OVERALL PERCENTAGE	99.84%	99.87%	99.90%	99.91%

AGENDA ITEM

5110

MEETING DATE 6-7-10

RESOLUTION TO REVISE THE REGULAR MEETING SCHEDULE FOR 2010
OF THE UNION COUNTY BOARD OF COMMISSIONERS

WHEREAS, on Monday, January 19, 2010, the Union County Board of Commissioners adopted a Resolution Adopting its Regular Meeting Schedule for 2010, which included a regular meeting on Tuesday, July 6, (Monday, July 5, is a holiday and the County offices are closed, and in accordance with the Board's Rules of Procedure, the first regular meeting of July 2010 would be held on Tuesday, July 6); and

WHEREAS, the Board desires to revise its regular meeting schedule for 2010 by canceling the regular meeting of Tuesday, July 6.

NOW, THEREFORE, be it resolved by the Union County Board of Commissioners as follows:

The Board does hereby revise its regular meeting schedule for 2010 to delete the regular meeting of Tuesday, July 6. Except as herein amended, the Board's regular meeting schedule for 2010 shall remain in full force and effect.

Adopted this the 7th day of June, 2010.

ATTEST:

Lynn G. West, Clerk to the Board

Kim Rogers, Chairwoman

5/11
6-7-10

MOTOR VEHICLE TAX REFUNDS
for MAY 2010

Approval of Board of County Commissioners not required:

Collector Refunds for MAY 2010	2,273.42
Adjustment to Collector Refund Register for May	(455.31)

To be approved by Board of County Commissioners on 6-21-10
(to be submitted by Assessor's Office)

Assessor Refunds for MAY 2010	1,519.31
Adjustment to Assessor Refund Register for May	(1,015.21)

Approval requested for overpayments:

Overpayments for MAY 2010	<u>5,235.15</u>
Total to be refunded for MAY 2010	<u><u>7,557.36</u></u>

Debbie Cox
6-1-10