

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

www.co.union.nc.us

Closed Session – 6:00 p.m.

1. **Opening of Meeting**
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Featured Community Benefit Organization: Health Quest (*Estimated Time: 5 Minutes)
 - d. Employee Recognition for July 2010 (*Estimated Time: 5 Minutes)
2. **Informal Comments** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: No action required
3. **Additions, Deletions and/or Adoption of Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Adoption of Agenda
4. **Consent Agenda** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Approve items listed on Consent Agenda
5. **Public Information Officer's Comments** (*Estimated Time: 5 Minutes)

Old Business:

6. **Adoption of FY 2011 Budget** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Adoption of FY 2011 Budget
7. **Wesley Chapel Fire & Rescue Request for Sewer Allocation** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Adopt Amendment to the Sewer Allocation Policy
8. **Report on Process for Changing Composition of Board of Commissioners** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Receive report from County Attorney and consider Adoption of Resolution calling for the ballot measure

9. **Discussion of Legal and Ethical Concerns** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Staff defers to Commissioner Baucom

New Business:

10. **Carolinas Medical Center-Union – Request for Approval of Capital Expenses Regarding Ambulatory Surgery Center** (*Estimated Time: 15 Minutes)
ACTION REQUESTED BY CMC-UNION: CMC requests approval of the additional Operating Room in accordance with the lease agreement with the County.
11. **Presentation Regarding Sewer Allocation – Mayor Lynda Paxton** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Receive presentation, refer to staff for study and the development of a report regarding the request
12. **Request from Citizens for a Healthy Environment for Adoption of Resolution** (*Estimated Time: 10 Minutes)
ACTION REQUESTED BY CITIZENS FOR A HEALTHY ENVIRONMENT: Adoption of Resolution
13. **Safer Communities Ministry** (*Estimated Time: 5 Minutes)
a. Annual Report
b. Agreement with Safer Communities Ministry for FY 2011
ACTION REQUESTED: Receive report and authorize County Manager to approve Agreement or Amendment for Extension with Safer Communities Ministry, pending legal review and contingent upon adoption of 2011 FY Budget
14. **Lease for Office Space for Department of Community Corrections (Adult Probation and Parole)** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Authorize the County Manager to approve lease agreement with an effective date of January 1, 2011, with Ty-Par Realty, Inc., subject to legal review and adoption of the FY 2011 budget
15. **Request from Commissioners Baucom and Mills for Reimbursement of Legal Expense to Include Reimbursement to Former Commissioner Pressley** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Consider request
16. **Discussion of Health Benefits for Commissioners** (*Estimated Time: 10 Minutes).
ACTION REQUESTED: Staff defers to Commissioner Baucom for a recommendation
17. **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)
- g. Library Board of Trustees (4 Vacancies as follows: 2 At-Large Representatives; Monroe Region, and Indian Trail Region)

ACTION REQUESTED: Announce Vacancies

18. **Appointments to Boards and Committees** (*Estimated Time: 10 Minutes)

- a. Agricultural Advisory Board
- b. Criminal Justice Partnership Program

ACTION REQUESTED: Consider appointments

19. **County Manager's Comments**

20. **Commissioners' Comments**

CONSENT AGENDA
July 19, 2010

1. **Board of Elections: Purchase of Ballots**
ACTION REQUESTED: Authorize the County Manager to approve the issuance of a purchase order in excess of \$20,000 in connection with the printing of election ballots.

2. **Contracts and/or Purchase Orders Over \$20,000**
 - a. Central Administration: Amendment #2 to Union County Regional Transit Service (74X) Agreement
 - b. Health Department: Netsmart Technologies Annual Software Maintenance Agreement
 - c. General Services: Audio-Visual Systems Annual Maintenance Contract with ClarkPowell
 - d. Communications: Motorola Service Agreement for Maintenance and Support of the Conventional Radio System**ACTION REQUESTED:** Authorize County Manager to approve Items a-d above, pending legal review and contingent upon adoption of the FY 2011 Budget

3. **Department of Transportation Easement Across County-Owned Property at the Intersection of New Town Road and Rocky River Road for Construction of a Road Improvement**
ACTION REQUESTED: Authorize County Manager to approve easement pending legal review

4. **Motor Vehicle Tax Refunds for June 2010**
ACTION REQUESTED: Approve overpayments for June 2010 in the Amount of \$5,366.39

5. **Tax Administrator**
 - a. Refund for June 2010 in the Total Amount of \$299.25
 - b. Releases for June 2010 in the Total Amount of \$58,480.62
 - c. Twelfth Motor Vehicle Refund Register for the Period of June 1, 2010 – June 30, 2010 in the Net Grand Total of \$625.04-
 - d. Twelfth Motor Vehicle Release Register for the Period of June 1, 2010 – June 30, 2010 in the Net Grand Total of \$4,614.96-**ACTION REQUESTED:** Approve Items a-d above

6. **Correction to Minutes of June 7, 2010**
ACTION REQUESTED: Authorize Correction to Minutes of June 7, 2010

7. **Request to Remove Two (2) Members from the JCPC for Failure to Attend Three Meetings of the Council Without Notification**
ACTION REQUESTED: Approve request to remove two members from the council for failure to attend three meetings of the council without notification

INFORMATION ONLY – NO ACTION REQUIRED
July 19, 2010

1. Department of Inspection's Monthly Reports for May and June 2010
2. Monthly Report from Personnel Department for June 2010



OFFICE OF THE COMMISSIONERS AND MANAGER

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a special meeting on Monday, July 19, 2010, at 6:00 p.m. in the Conference Room, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, for the purpose of going into closed session to: 1) consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3); and 2) prevent the disclosure of information that is privileged or confidential pursuant to G.S. 143-318.10(e), in accordance with G.S. 143-318.11(a)(1).

Kim Rogers, Chairwoman
Union County Board of Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: July 19, 2010

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

SUBJECT: Presentation by HealthQuest of Union County

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

ATTACHMENT(S): none **INFORMATION CONTACT:** Brett Vines, Public Information

TELEPHONE NUMBERS:
704-283-3546

DEPARTMENT'S RECOMMENDED ACTION: Receive presentation from Ms. Heather Horne, Executive Director of HealthQuest of Union County, about the organization and its programs.

BACKGROUND: HealthQuest is a licensed non-profit pharmacy that provides free prescriptions to residents of Union County who cannot afford prescriptions for their chronic medical conditions. HealthQuest helps people without prescription insurance or other reimbursement and who are without funds to buy maintenance medications. HealthQuest provides monthly medications for conditions such as high blood pressure, depression, high cholesterol, diabetes and many others.

Since opening in 1999, HealthQuest has distributed more than 342,000 prescriptions with a retail value of more than \$31 million. Last year, HealthQuest distributed more than 42,000 prescriptions valued at more than \$5.3 million. Clients receive an average of 4.2 prescriptions each month with a value of \$527 and pay only a \$15 administrative fee, regardless of the cost of their prescriptions.

HealthQuest screens potential clients by appointment, and registered pharmacists dispense medications one evening each week..

FINANCIAL IMPACT: Health Quest receives \$22,500 in annual funding from Union County.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 7/19/2010

Action Agenda Item No. 1d

(Central Admin. use only)

SUBJECT: Employee Recognition

DEPARTMENT: Personnel

PUBLIC HEARING: Choose one....

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

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

5 YEARS OF SERVICE

STEPHANIE LESTER
PATRICIA POLAND
BENJAMIN HARGETTE
ROBERT RUCKER
FAYE TREADAWAY

DEPARTMENT

HEALTH DEPARTMENT
LIBRARY
SHERIFF'S OFFICE
SHERIFF'S OFFICE
SHERIFF'S OFFICE

10 YEARS OF SERVICE

JEFFREY MOSER

DEPARTMENT

PUBLIC WORKS

15 YEARS OF SERVICE

BRIAN HELMS
MICHELLE STARNES
BRENDA HARTIS
ANGELA MALLARD

DEPARTMENT

SHERIFF'S OFFICE
SHERIFF'S OFFICE
SOCIAL SERVICES
SOCIAL SERVICES

25 YEARS OF SERVICE

LINDA EDWARDS

DEPARTMENT

TAX ADMINISTRATION

AGENDA ITEM

Budget Adjustment Considerations

6

	Revenue	Expenditures	
FY 2011 County Manager's Recommended Budget - General Fund	222,172,990	223,854,866	MEETING DATE <u>7-19-10</u>
			(1,681,878)
Loss of lottery proceeds	(2,766,359)		
Property casualty and liability insurance renewals		(150,000)	
Public safety subscriber units - lease purchase (use 50% 911 funds)		(345,201)	
CMC-Union rent	(263,534)		
VFD funding - fire fees NTE \$75, no subsidy/shortfall for fire taxes		(673,512)	
UCPS Pay Go funding		(1,632,623)	
Debt Restructuring		(330,000)	
Local Option Sales Tax - Fire Taxes	(101,443)		
	<u>(3,131,336)</u>	<u>(3,131,336)</u>	
	<u>219,041,654</u>	<u>220,723,532</u>	
Favorable (unfavorable) variance			(1,681,878)

UCPS Capital

	Request	Pre-Lottery		Variance
		UCPS	Post Lottery	
Technology	1,515,000	1,500,000	1,500,000	
FF&E	700,000	98,000	98,000	
Maintenance CO	8,000,000	3,500,000	3,500,000	
Mobile Units	65,000	-	-	
Transportation	1,189,818	602,000	602,000	
Bond Adm.		300,000	300,000	
	<u>11,469,818</u>	<u>6,000,000</u>	<u>6,000,000</u>	
PayGo		2,936,175	1,303,552	(1,632,623)
CIP Savings		<u>3,063,825</u>	<u>4,696,448</u>	<u>1,632,623</u>
		<u>6,000,000</u>	<u>6,000,000</u>	-

	CIP Savings
Prior Savings Identified	3,016,757
A/R projects	261,266
Other Projs. Closeouts	569,061
MS/HS D	<u>849,364</u>
	<u>4,696,448</u> FY2011
MS/HS D	16,636
2011 Sales Tax	?
Transportation	190,000
Sun Valley	<u>90,000</u>
	<u>296,636</u> FY2012

VOLUNTEER FIRE DEPARTMENTS

DEPARTMENTS	*FY09-10*	FUND	FY10-11	*****FY10-11*****						
	FEE/TAX RATE	BALANCE 6/30/10	VFD REQUEST	COUNTY SUBSIDY	FIRE FEE / FIRE TAX	FEE/TAX RATE	OTHER SOURCES	TOTAL BUDGET	SHORT- FALL	RECOMM
ALLENS CROSSRDS	50.00	884	165,960	21,600	49,778	50.00	14,860	165,960	78,838	78,838
BAKERS	40.21	1,196	425,000	21,600	286,526	50.00	8,100	382,000	64,578	55,811
BEAVER LANE	50.00	759	230,700	21,600	113,301	50.00	38,600	230,700	56,440	56,440
FAIRVIEW	45.31	752	141,100	21,600	73,254	45.31	21,000	139,100	22,494	22,494
GRIFFITH RD	50.00	313	90,082	21,600	32,980	50.00	20,986	90,082	14,203	14,203
HEMBY BRIDGE (TAX)	0.0493	2,167	1,182,100	21,600	1,027,312	0.0493	101,021	1,152,100	0	0
JACKSON	50.00	910	126,587	21,600	61,492	50.00	21,967	126,587	20,618	0
LANES CREEK	50.00	0	117,324	21,600	52,737	50.00	9,600	117,324	33,387	33,387
NEW SALEM	50.00	5,088	291,026	68,400	120,266	50.00	14,700	291,026	82,572	82,572
PROVIDENCE	50.00	2,429	517,367	21,600	59,773	50.00	336,300	517,367	97,265	0
SANDY RIDGE	50.00	98	134,000	21,600	71,009	50.00	9,850	134,000	31,443	31,443
SPRINGS (TAX)	0.0306	8,200	379,115	37,200	314,385	0.0306	19,330	379,115	0	0
STACK RD	50.00	0	144,225	21,600	61,630	50.00	30,800	138,225	24,195	17,431
STALLINGS (FEE)	50.00	0	0	0	22,502	50.00	0	22,502	0	0
STALLINGS (TAX)	0.0406	0	1,033,845	21,600	838,759	0.0406	128,900	1,011,343	22,084	6,195
UNIONVILLE	43.73	0	310,629	37,200	162,175	50.00	69,900	310,629	41,354	20,372
WAXHAW (TAX)	0.0248	0	1,009,655	37,200	520,691	0.0314	70,455	683,455	55,110	38,129
WESLEY CHAP. (TAX)	0.0191	28,513	1,464,631	37,200	1,040,040	0.0191	189,800	1,414,631	119,078	95,679
WINGATE	50.00	2,554	278,634	21,600	85,942	50.00	40,393	278,634	128,145	128,145
Total Expenditures		53,883	6,041,980	498,000	4,994,551		1,146,562	7,584,780	891,804	681,139
Net County Cost	N/A	N/A		498,000	N/A	N/A	N/A	498,000	891,804	579,696

Sales Tax Allocations:
 HEMBY BRIDGE (TAX)
 SPRINGS (TAX)
 STALLINGS (TAX)
 WAXHAW (TAX)
 WESLEY CHAP. (TAX)

	Grand Total	Pay VFD sales tax	Fund Shortfall
28%	158,249	101,021	57,228
9%	48,245	4,030	44,215
23%	128,900	128,900	-
11%	63,730	63,730	-
29%	159,200	159,200	-
	<u>558,324</u>	<u>456,881</u>	<u>101,443</u>

FY2011

Max Fire Fee/No shortfall payments to Fire Tax Dist

VOLUNTEER FIRE DEPARTMENTS

DEPARTMENTS	*FY09-10*	FUND	FY10-11	*****FY10-11*****						
	FEE/TAX RATE	BALANCE 6/30/10	VFD REQUEST	COUNTY SUBSIDY	FIRE FEE / FIRE TAX	FEE/TAX RATE	OTHER SOURCES	TOTAL BUDGET	SHORT-FALL	RECOMM
ALLENS CROSSRDS	50.00	884	165,960	21,600	49,778	50.00	14,860	165,960	78,838	78,838
BAKERS	40.21	1,196	425,000	21,600	286,526	50.00	8,100	382,000	64,578	55,811
BEAVER LANE	50.00	759	230,700	21,600	113,301	50.00	38,600	230,700	56,440	56,440
FAIRVIEW	45.31	752	141,100	21,600	80,829	50.00	21,000	139,100	14,919	14,919
GRIFFITH RD	50.00	313	90,082	21,600	32,980	50.00	20,986	90,082	14,203	14,203
HEMBY BRIDGE (TAX)	0.0493	2,167	1,182,100	21,600	1,027,312	0.0493	101,021	1,152,100	0	0
JACKSON	50.00	910	126,587	21,600	61,492	50.00	21,967	126,587	20,618	0
LANES CREEK	50.00	0	117,324	21,600	52,737	50.00	9,600	117,324	33,387	33,387
NEW SALEM	50.00	5,088	291,026	68,400	120,266	50.00	14,700	291,026	82,572	82,572
PROVIDENCE	50.00	2,429	517,367	21,600	59,773	50.00	336,300	517,367	97,265	0
SANDY RIDGE	50.00	98	134,000	21,600	71,009	50.00	9,850	134,000	31,443	31,443
SPRINGS (TAX)	0.0306	8,200	379,115	37,200	314,385	0.0306	19,330	379,115	0	0
STACK RD	50.00	0	144,225	21,600	61,630	50.00	30,800	138,225	24,195	17,431
STALLINGS (FEE)	50.00	0	0	0	22,502	50.00	0	22,502	0	0
STALLINGS (TAX)	0.0406	0	1,033,845	21,600	862,493	0.0418	128,900	1,011,343	(1,650)	0
UNIONVILLE	43.73	0	310,629	37,200	162,175	50.00	69,900	310,629	41,354	20,372
WAXHAW (TAX)	0.0248	0	1,009,655	37,200	577,680	0.0348	70,455	683,455	(1,880)	0
WESLEY CHAP. (TAX)	0.0191	28,513	1,464,631	37,200	1,159,835	0.0213	189,800	1,414,631	(717)	0
WINGATE	50.00	2,554	278,634	21,600	85,942	50.00	40,393	278,634	128,145	128,145
Total Expenditures		53,863	8,041,980	498,000	5,202,645		1,146,562	7,584,780	683,710	533,561
Net County Cost	N/A	N/A		498,000	N/A	N/A	N/A	498,000	683,710	432,118

Sales Tax Allocations:
 HEMBY BRIDGE (TAX)
 SPRINGS (TAX)
 STALLINGS (TAX)
 WAXHAW (TAX)
 WESLEY CHAP. (TAX)

	Grand Total	Pay VFD sales tax	Fund Shortfall
28%	158,249	101,021	57,228
9%	48,245	4,030	44,215
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	<u>558,324</u>	<u>456,881</u>	<u>101,443</u>

DEPARTMENTS	*FY09-10*	FUND	FY10-11	*****FY10-11*****						
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ALLENS CROSSRDS	50.00	884	165,960	21,600	49,778	50.00	14,860	165,960	78,838	78,838
BAKERS	40.21	1,196	425,000	21,600	286,526	50.00	8,100	382,000	64,578	55,811
BEAVER LANE	50.00	759	230,700	21,600	113,301	50.00	38,600	230,700	56,440	56,440
FAIRVIEW	45.31	752	141,100	21,600	80,829	50.00	21,000	139,100	14,919	14,919
GRIFFITH RD	50.00	313	90,082	21,600	32,980	50.00	20,986	90,082	14,203	14,203
HEMBY BRIDGE (TAX)	0.0493	2,167	1,182,100	0	1,040,934	0.0500	108,999	1,152,100	(0)	0
JACKSON	50.00	910	126,587	21,600	61,492	50.00	21,967	126,587	20,618	0
LANES CREEK	50.00	0	117,324	21,600	52,737	50.00	9,600	117,324	33,387	33,387
NEW SALEM	50.00	5,088	291,026	68,400	120,266	50.00	14,700	291,026	82,572	82,572
PROVIDENCE	50.00	2,429	517,367	21,600	59,773	50.00	336,300	517,367	97,265	0
SANDY RIDGE	50.00	98	134,000	21,600	71,009	50.00	9,850	134,000	31,443	31,443
SPRINGS (TAX)	0.0306	8,200	379,115	0	351,882	0.0343	19,330	379,115	(297)	0
STACK RD	50.00	0	144,225	21,600	61,630	50.00	30,800	138,225	24,195	17,431
STALLINGS (FEE)	50.00	0	0	0	22,502	50.00	0	22,502	0	0
STALLINGS (TAX)	0.0406	0	1,033,845	0	883,127	0.0428	128,900	1,011,343	(684)	0
UNIONVILLE	43.73	0	310,629	37,200	162,175	50.00	69,900	310,629	41,354	20,372
WAXHAW (TAX)	0.0248	0	1,009,655	0	614,200	0.0370	70,455	683,455	(1,200)	0
WESLEY CHAP. (TAX)	0.0191	28,513	1,464,631	0	1,197,952	0.0220	189,800	1,414,631	(1,634)	0
WINGATE	50.00	2,554	278,634	21,600	85,942	50.00	40,393	278,634	128,145	128,145
Total Expenditures		53,863	8,041,980	343,200	5,349,034		1,154,540	7,584,780	684,143	533,561
Net County Cost	N/A	N/A		343,200	N/A	N/A	N/A	343,200	684,143	440,096

Sales Tax Allocations
 HEMBY BRIDGE (TAX)
 SPRINGS (TAX)
 STALLINGS (TAX)
 WAXHAW (TAX)
 WESLEY CHAP. (TAX)

	Grand Total	Pay VFD sales tax	Fund Shortfall
28%	158,249	108,999	49,250
9%	48,245	4,030	44,215
23%	128,900	128,900	-
11%	63,730	63,730	-
29%	159,200	159,200	-
	558,324	464,859	93,465

FY2011

\$75 Max Fire Fee/No shortfall payments/subsidies to Fire Tax Dist.

VOLUNTEER FIRE DEPARTMENTS

DEPARTMENTS	*FY09-10*	FUND	FY10-11	*****FY10-11*****						
	FEE/TAX RATE	BALANCE 6/30/10	VFD REQUEST	COUNTY SUBSIDY	FIRE FEE / FIRE TAX	FEE/TAX RATE	OTHER SOURCES	TOTAL BUDGET	SHORT- FALL	RECOMM
ALLENS CROSSRDS	50.00	884	165,960	21,600	74,667	75.00	14,860	165,960	53,949	53,949
BAKERS	40.21	1,196	425,000	21,600	351,104	61.27	8,100	382,000	0	0
BEAVER LANE	50.00	759	230,700	21,600	169,741	74.91	38,600	230,700	0	0
FAIRVIEW	45.31	752	141,100	21,600	95,748	59.23	21,000	139,100	(0)	(0)
GRIFFITH RD	50.00	313	90,082	21,600	47,183	71.53	20,986	90,082	(0)	0
HEMBY BRIDGE (TAX)	0.0493	2,167	1,182,100	0	991,684	0.0476	158,249	1,152,100	(0)	0
JACKSON	50.00	910	126,587	21,600	82,110	66.78	21,967	126,587	0	0
LANES CREEK	50.00	0	117,324	21,600	79,106	75.00	9,600	117,324	7,019	7,019
NEW SALEM	50.00	5,088	291,026	68,400	180,396	75.00	14,700	291,026	22,442	22,442
PROVIOENCE	50.00	2,429	517,367	21,600	89,660	75.00	336,300	517,367	67,379	0
SANDY RIDGE	50.00	98	134,000	21,600	102,452	72.14	9,850	134,000	0	0
SPRINGS (TAX)	0.0306	8,200	379,115	0	307,370	0.0300	63,545	379,115	(0)	0
STACK RD	50.00	0	144,225	21,600	85,825	69.63	30,800	138,225	0	0
STALLINGS (FEE)	50.00	0	0	0	22,502	50.00	0	22,502	0	0
STALLINGS (TAX)	0.0406	0	1,033,845	0	882,443	0.0428	128,900	1,011,343	(0)	0
UNIONVILLE	43.73	0	310,629	37,200	203,529	62.75	69,900	310,629	(0)	(0)
WAXHAW (TAX)	0.0248	0	1,009,655	0	613,000	0.0370	70,455	683,455	0	0
WESLEY CHAP. (TAX)	0.0191	28,513	1,464,631	0	1,196,318	0.0220	189,600	1,414,631	0	0
WINGATE	50.00	2,554	278,634	21,600	128,913	75.00	40,393	278,634	85,174	85,174
Total Expenditures		53,863	8,041,980	343,200	5,703,750		1,248,005	7,584,780	235,963	168,584
Net County Cost	N/A	N/A		343,200	N/A	N/A	N/A	343,200	235,983	168,584

Sales Tax Allocations:
 HEMBY BRIDGE (TAX)
 SPRINGS (TAX)
 STALLINGS (TAX)
 WAXHAW (TAX)
 WESLEY CHAP. (TAX)

	Grand Total	Pay VFD sales tax	Fund Shortfall
28%	158,249	158,249	-
9%	48,245	48,245	-
23%	128,900	128,900	-
11%	63,730	63,730	-
29%	159,200	159,200	-
	558,324	558,324	-

SECTION I. GENERAL FUND

A. The following amounts are hereby appropriated in the GENERAL FUND for the operation of the county government and its activities for the fiscal year beginning July 1, 2010 and ending June 30, 2011 in accordance with the chart of accounts heretofore established for this county.

General Government:		
Board of Commissioners	426,232	
Central Administration	726,139	
County Dues & Memberships	92,644	
Internal Audit	95,356	
Legal	326,236	
Personnel	659,704	
Finance	903,949	
Tax Administration	3,449,401	
Court Facilities	1,936,922	
Elections	769,020	
Register of Deeds	901,075	
Information Technology	1,698,904	
General Services	67,731	12,053,313
Public Safety:		
Law Enforcement	20,148,434	
Communications	4,034,314	
Homeland Security	191,582	
Fire Services	885,598	
Inspections	1,327,908	
Outside Agencies	3,058,173	29,646,009
Economic & Physical Development:		
Planning	424,338	
Economic Development	1,731,488	
Cooperative Extension	1,108,343	
Soil Conservation	78,530	
Outside Agency	77,909	3,420,608
Human Services:		
Public Health	8,254,049	
Social Services	26,838,676	
Transportation and Nutrition	1,783,418	
Veterans' Services	284,602	
Outside Agencies	1,940,323	39,101,068
Education:		
School Current Expense (See Section VIII. D.)	79,504,155	
School CE-Occupancy Costs	213,501	
School Capital Outlay (See Section VIII. A., B., & C.)		
Pay-Go & Bond Savings	6,000,000	
Bond Savings	(4,696,448)	1,303,552
School Debt Service		47,562,959
Community College		
Debt Service	342,496	
Operations	1,100,000	
Outside Agency	2,250	130,028,913
Cultural and Recreational:		
Library	4,200,060	
Parks & Recreation	1,638,819	
Outside Agencies	71,342	5,910,221
Contingency/Nondepartmental	563,400	563,400
		<u>220,723,532</u>

Adopted Budget Ordinance
Union County, NC

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B. It is estimated that the following revenues will be available in the GENERAL FUND for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

Ad Valorem Taxes	153,732,900
Local Option Sales Tax	22,563,000
Other Taxes	1,731,000
Intergovernmental	29,483,200
Functional Revenues	7,261,976
Miscellaneous	4,269,578
Fund Balance Appropriated	1,681,878
	<u>220,723,532</u>

SECTION II. FIRE TAX DISTRICTS

A. The following amounts are hereby appropriated in the various FIRE TAX DISTRICT FUNDS for the operation of fire protection services for the fiscal year beginning July 1, 2010 and ending June 30, 2011 with the chart of accounts heretofore established for this county.

Hemby Bridge	<u>1,152,100</u>
Springs	<u>363,815</u>
Stallings	<u>1,011,343</u>
Waxhaw	<u>676,730</u>
Wesley Chapel	<u>1,384,031</u>

B. It is estimated that the following revenues will be available in the FIRE TAX DISTRICT FUNDS for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

Ad Valorem Taxes	991,684
Local Option Sales Tax	158,249
Fund Balance Appropriated	2,167
	<u>1,152,100</u>
Ad Valorem Taxes	307,370
Local Option Sales Tax	48,245
Fund Balance Appropriated	8,200
	<u>363,815</u>
Ad Valorem Taxes	882,443
Local Option Sales Tax	128,900
	<u>1,011,343</u>
Ad Valorem Taxes	613,000
Local Option Sales Tax	63,730
	<u>676,730</u>
Ad Valorem Taxes	1,196,318
Local Option Sales Tax	159,200
Fund Balance Appropriated	28,513
	<u>1,384,031</u>

SECTION III. FEE SUPPORTED FIRE DISTRICTS

A. The following amounts are hereby appropriated in the FEE SUPPORTED FIRE DISTRICTS FUND for the operation of fire protection services for the fiscal year beginning July 1, 2010 and ending June 30, 2011 with the chart of accounts heretofore established for this county.

Public Safety:	<u>1,727,918</u>
----------------	------------------

B. It is estimated that the following revenues will be available in the FEE SUPPORTED FIRE DISTRICTS FUND for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

Fire Fees	1,712,935
Fund Balance Appropriated	14,983
	<u>1,727,918</u>

SECTION IV. EMERGENCY TELEPHONE SYSTEM

A. The following amounts are hereby appropriated in the EMERGENCY TELEPHONE SYSTEM FUND for the emergency 911 services for the fiscal year beginning July 1, 2010 and ending June 30, 2011 with the chart of accounts heretofore established for this county.

Public Safety	<u>1,244,465</u>
---------------	------------------

B. It is estimated that the following revenues will be available in the EMERGENCY TELEPHONE SYSTEM FUND for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

Service Charges	<u>1,244,465</u>
-----------------	------------------

SECTION V. WATER AND SEWER

A. The following amounts are hereby appropriated in the WATER AND SEWER FUND for the operation of water and sewer services for the fiscal year beginning July 1, 2010 and ending June 30, 2011 with the chart of accounts heretofore established for this county.

Water & Sewer	<u>27,188,671</u>
---------------	-------------------

B. It is estimated that the following revenues will be available in the WATER AND SEWER FUND for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

Fees for Services	26,563,885
Miscellaneous	624,786
	<u>27,188,671</u>

SECTION VI. SOLID WASTE

A. The following amounts are hereby appropriated in the SOLID WASTE FUND for the operation of solid waste services for the fiscal year beginning July 1, 2010 and ending June 30, 2011 with the chart of accounts heretofore established for this county.

Solid Waste	<u>4,683,901</u>
-------------	------------------

B. It is estimated that the following revenues will be available in the SOLID WASTE FUND for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

Fees for Services	3,821,965
Miscellaneous	62,000
IFT from Solid Waste Reserves	799,936
	<u>4,683,901</u>

SECTION VII. STORMWATER

A. The following amounts are hereby appropriated in the STORMWATER FUND for the operation of stormwater services for the fiscal year beginning July 1, 2010 and ending June 30, 2011 with the chart of accounts heretofore established for this county.

Stormwater	<u>286,669</u>
------------	----------------

B. It is estimated that the following revenues will be available in the STORMWATER FUND for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

Transfer from Enterprise Fund	<u>286,669</u>
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SECTION VIII. SCHOOL BOND FUND-55 CAPITAL PROJECT ORDINANCE FUND

- A.** The following amounts are hereby amending the appropriation in the SCHOOL BOND FUND-55 (Capital Project Ordinance Fund) for education capital projects within the chart of accounts heretofore established for this county. Capital expenditures allocated to SCHOOL BOND FUND-55 are limited to Category I and III projects. Prior to expending these funds, UCPS shall provide the County with a project list detailing Category I and III projects.
- B.** It is estimated that the following revenues will be available in the SCHOOL BOND FUND-55 (Capital Project Ordinance Fund). SCHOOL BOND FUND-55 revenues are limited to bond funded CIP project savings which accrue only to funded and bid construction projects.

Capital Projects	<u>4,696,448</u>	Fund Revenues	<u>4,696,448</u>
------------------	------------------	---------------	------------------

- B.** The appropriations identified as Section I A. General Fund - School Capital in the amount of \$1,303,552 shall be allocated to UCPS based on 115C-429(b) Category I (projects) and Category II (entire category) and Category III (entire category). Prior to expending these funds, UCPS shall provide the County with a project list detailing Category I, II and III projects. Additionally, Category I and Category II capital outlay appropriations reflected in the UCPS capital outlay fund pursuant to 115C-426 that are not capitalized pursuant to governmental generally accepted accounting principles will be charged to School Current Expense with a budget transfer from School Capital Outlay. Union County Finance Director is hereby provided the authority to make said budget transfers.

SECTION IX.

- A. GENERAL FUND:** That there is hereby levied for the fiscal year beginning July 1, 2010, and ending June 30, 2011, the following county-wide rate of tax on each one hundred dollars (\$100) valuation of taxable property situated in the County, as listed for taxes as of January 1, 2010, for the purpose of raising the revenue from current year's taxes, as set forth in the foregoing county-wide estimates of revenue, and in order to finance the foregoing county-wide appropriations:

General Fund - County-wide Rate .6650

- B. SPECIAL DISTRICTS:** That there is hereby levied for the fiscal year beginning July 1, 2010, and ending June 30, 2011, the following Special District tax rate on each one hundred dollars (\$100) valuation of estimated taxable property situated in each Special District, as listed for taxes as of January 1, 2009, for the purpose of raising the revenue from current year's taxes, as set out in the foregoing District estimates of revenue, and in order to finance the foregoing District appropriations:

Hemby Bridge Fire Protection District	<u>.0476</u>
Springs Fire Protection District	<u>.0300</u>
Stallings Fire Protection District	<u>.0428</u>
Wesley Chapel Fire Protection District	<u>.0220</u>
Waxhaw Fire Protection District	<u>.0370</u>

SECTION X. GENERAL CAPITAL PROJECT ORDINANCE FUND

- A.** The following amounts are hereby amending the appropriation in the GENERAL CAPITAL PROJECT FUND (Capital Project Ordinance Fund) for various capital projects.
- B.** It is estimated that the following revenues will be available in the GENERAL CAPITAL PROJECT FUND (Capital Project Ordinance Fund).

IT Infrastructure	774,000		
Jail Control Systems	467,675		
Jail Roof Replacement	605,727		
Inspections Mobile Office	123,400		
DSS Bus. Process Autom. Sys.	1,280,802		
Sheriff's Office Vehicles	808,747		
Jail HVAC	78,000		
	<u>4,138,351</u>	Transfer from General Fund	<u>4,138,351</u>

SECTION XI. FIRE FEES

These fees will be collected by the County Tax Administrator's Office and remitted to the various fee supported fire districts by the Finance Department on a monthly basis. Remittances may not exceed the budgeted amount for any given department. In the event that revenues exceed expenditures, those funds shall be withheld and used in the next year's budget appropriation as a fund balance added to the appropriation from fees collected in that year. The fees are as follows:

FIRE FEES 2010-2011

	Allens						
	Cross-Roads	Bakers	Beaver Lane	Fairview	Griffith Road	Jackson	Lanes Creek
Percentage per request of maximum	75.00%	61.27%	74.91%	59.23%	71.53%	66.78%	75.00%
Single Family Dwelling (SFD) (max fee of \$100)	75.00	61.27	74.91	59.23	71.53	66.78	75.00
Unimproved Land-per acre	0.030	0.025	0.030	0.024	0.029	0.027	0.030
-minimum (10% of fee)	7.50	6.13	7.49	5.92	7.15	6.68	7.50
Animal/Horticulture (20% of fee)	15.00	12.25	14.98	11.85	14.31	13.36	15.00
Commercial < or = 5000 sq ft (100% of fee)	75.00	61.27	74.91	59.23	71.53	66.78	75.00
Commercial > 5000 sq ft (200% of fee)	150.00	122.54	149.82	118.46	143.06	133.56	150.00
Mobile Home (same as SFD)	75.00	61.27	74.91	59.23	71.53	66.78	75.00
Duplex (same as SFD)	75.00	61.27	74.91	59.23	71.53	66.78	75.00
Triplex (150% of fee)	112.50	91.91	112.37	88.85	107.30	100.17	112.50
Other Family Dwellings (200% of fee)	150.00	122.54	149.82	118.46	143.06	133.56	150.00
Cultural Facilities (same as SFD)	75.00	61.27	74.91	59.23	71.53	66.78	75.00
Educational Facilities (same as SFD)	75.00	61.27	74.91	59.23	71.53	66.78	75.00
Governmental Facilities (same as SFD)	75.00	61.27	74.91	59.23	71.53	66.78	75.00
Religious Facilities (same as SFD)	75.00	61.27	74.91	59.23	71.53	66.78	75.00
Fire Protection Facilities (same as SFD)	75.00	61.27	74.91	59.23	71.53	66.78	75.00

	New						
	Salem	Providence	Sandy Ridge	Stacks Road	Stallings	Unionville	Wingate
Percentage per request of maximum	75.00%	75.00%	72.14%	69.63%	50.00%	62.75%	75.00%
Single Family Dwelling (SFD) (max fee of \$100)	75.00	75.00	72.14	69.63	50.00	62.75	75.00
Unimproved Land-per acre	0.030	0.030	0.029	0.028	0.020	0.025	0.030
-minimum (10% of fee)	7.50	7.50	7.21	6.96	5.00	6.28	7.50
Animal/Horticulture (20% of fee)	15.00	15.00	14.43	13.93	10.00	12.55	15.00
Commercial < or = 5000 sq ft (100% of fee)	75.00	75.00	72.14	69.63	50.00	62.75	75.00
Commercial > 5000 sq ft (200% of fee)	150.00	150.00	144.28	139.26	100.00	125.50	150.00
Mobile Home (same as SFD)	75.00	75.00	72.14	69.63	50.00	62.75	75.00
Duplex (same as SFD)	75.00	75.00	72.14	69.63	50.00	62.75	75.00
Triplex (150% of fee)	112.50	112.50	108.21	104.45	75.00	94.13	112.50
Other Family Dwellings (200% of fee)	150.00	150.00	144.28	139.26	100.00	125.50	150.00
Cultural Facilities (same as SFD)	75.00	75.00	72.14	69.63	50.00	62.75	75.00
Educational Facilities (same as SFD)	75.00	75.00	72.14	69.63	50.00	62.75	75.00
Governmental Facilities (same as SFD)	75.00	75.00	72.14	69.63	50.00	62.75	75.00
Religious Facilities (same as SFD)	75.00	75.00	72.14	69.63	50.00	62.75	75.00
Fire Protection Facilities (same as SFD)	75.00	75.00	72.14	69.63	50.00	62.75	75.00

Adopted Budget Ordinance
Union County, NC

Fiscal Year 2010-2011

SECTION XII. WATER AND SEWER RATES

A. One-time Charges for New Service:

	<u>Meter Size</u>	<u>Capacity Ratio to 3/4 inch</u>	<u>Water User Fees</u>	<u>Sewer User Fees</u>
Capacity Fee - charged for all new service (based on meter size):	3/4"	1.00	\$ 500	\$ 2,650
	1"	2.52	1,250	6,675
	1.5"	5.01	2,500	13,275
	2"	8.01	4,000	21,225
	3"	22.54	11,250	59,725
	4"	50.09	25,050	132,725
	6"	70.12	35,050	185,825
Water Tap Fee - charged for county provided taps (based on meter size):	3/4"		\$ 400	
	1"		525	
	1.5"		2,600	
	> 1.5" meter		Cost	
Sewer Tap Fee - charged for county provided taps (based on line size):	<u>Line Size</u>			
	4"			\$ 630
	6"			825
	> 6" line			Cost

B. Monthly Service Charges:

	<u>Meter Size</u>	<u>Capacity Ratio to 3/4 inch</u>	<u>Water User Fees</u>	<u>Sewer User Fees</u>
Base Facility Charge - fixed amount (based on meter size):	3/4"	1.00	\$ 5.00	\$ 9.25
	1"	2.52	12.60	23.31
	1.5"	5.01	25.05	46.34
	2"	8.01	40.05	74.09
	3"	22.54	112.70	208.50
	4"	50.09	250.45	463.33
	6"	70.12	350.60	648.61

Monthly Volume (Usage) Charge, Non Residential Customers - per 1,000 gallons (monthly metered water usage): \$ 2.45 * \$ 3.30 **

* Monthly Volume (Usage) Charge, Residential 3/4" and Irrigation Meters - per 1,000 gallons (monthly metered water usage, rates are based on the stage of water restrictions in force):

Monthly Gallons Billed	Stage I No Water Restrictions	Stage II Water Restrictions	Stage III Water Restrictions	Stage IV Water Restrictions
0 - 3,000	\$ 2.10	\$ 2.10	\$ 2.10	\$ 2.10
3,001 - 8,000	2.45	2.45	2.45	2.45
8,001 -10,000	3.45	3.45	3.45	3.45
10,001 -15,000	5.45	8.18	13.63	19.08
Over 15,000	9.45	14.18	23.63	33.08

** A year round sewer billing cap is applicable to all metered water consumption over 12,000 gallons per month for residential customers using 3/4" meter.

C. Payment Distribution:

Payments will be applied first to late charges or fees, then to sewer charges, and then to water charges.

Continued on next page.

SECTION XIII. SEVERABILITY

- A. If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid, it shall not affect the validity of this Ordinance or the remaining phrases, clauses, sentences, paragraphs, appropriations, or sections.

This Budget Ordinance is adopted on July 19, 2010 and is to become effective July 1, 2010.

BOARD OF COMMISSIONERS
UNION COUNTY, NORTH CAROLINA

By: _____
CHAIRWOMAN



AGENDA ITEM

7

MEETING DATE 7-19-10

ITEM #7

THE ATTACHED INFORMATION

IS THE SAME INFORMATION

PROVIDED FOR THIS ITEM

FOR THE

JUNE 21, 2010

MEETING

Amendment to
Policy for Allocating Wastewater Treatment Capacity

1. Amend Exhibit 6 by adding “Fire Station (Wesley Chapel)” as a new Government Facility with total gallons per day of 340.
2. Amend Exhibit 6 by reducing the gallons per day for “Public Works Operations Center” by 340, from 5,000 to 4,660.
3. Exhibit 6, as so amended, reads as indicated on the Attachment, incorporated herein by reference.
4. Except as herein amended, the Policy for Allocating Wastewater Treatment Capacity shall remain in full force and effect.

Amended this the 21st day of June, 2010.

Exhibit 6
Twelve Mile and Crooked Creek
Government Facilities

TREATMENT FACILITY	PROJECT	Lots	GPD	TOTAL GPD
12 Mile Creek	EOC/E911	1	5,000	20,600
	SW Regional Library (Weddington)	1	5,000	
	Waxhaw Regional Library	1	5,000	
	Fire Station (Wesley Chapel)	1	340	
	Public Works Operations Center	1	4,660	
	Fire Station 18 (Waxhaw)	1	600	
Crooked Creek	None	--	--	--

20,600

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 6/7/10

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

SUBJECT: Wesley Chapel Volunteer Fire Department (Station #26)
Sewer Capacity Allocation

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

ATTACHMENT(S):

INFORMATION CONTACT:

Al Greene
Ed Goscicki
Mike Garbark
Jeff Crook

TELEPHONE NUMBERS:

704-292-2625
704-296-4212
704-296-4239
704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Request the Sewer Allocation of 720 gallons per day (gpd) for the Wesley Chapel Fire Station #26 facility expansion and include in the Sewer Allocation Policy adopted by the County Commissioners on September 17, 2007, contingent on the Board of Commissioners approving the project. The Volunteer Fire Department is located on 315 South Waxhaw-Indian Trail Road.

BACKGROUND: As described in section 7.1 of the Sewer Allocation Policy, "Subject to approval by the Board of County Commissioners, additional capacity at treatment facilities, if available, may be allocated to other Government Facilities."

Exhibit 6 of the Sewer Allocation Policy allocates 20,600 gpd spread among five (5) governmental facilities. At this time only one project (Fire Station 18 in Waxhaw) has been constructed utilizing its allocation. A second project (Waxhaw Regional Library) remains in the planning process with expectations of site plan submittals in the near future. The remaining projects have been delayed indefinitely creating a small amount of sewer capacity.

The Wesley Chapel Fire Department is currently provided sewer service through an onsite septic system. After consulting with Union County's Environmental Department concerning their proposed expansion, it was determined that the existing septic system could not accommodate the expected sewer discharge nor was the land area large enough to expand the septic tank.

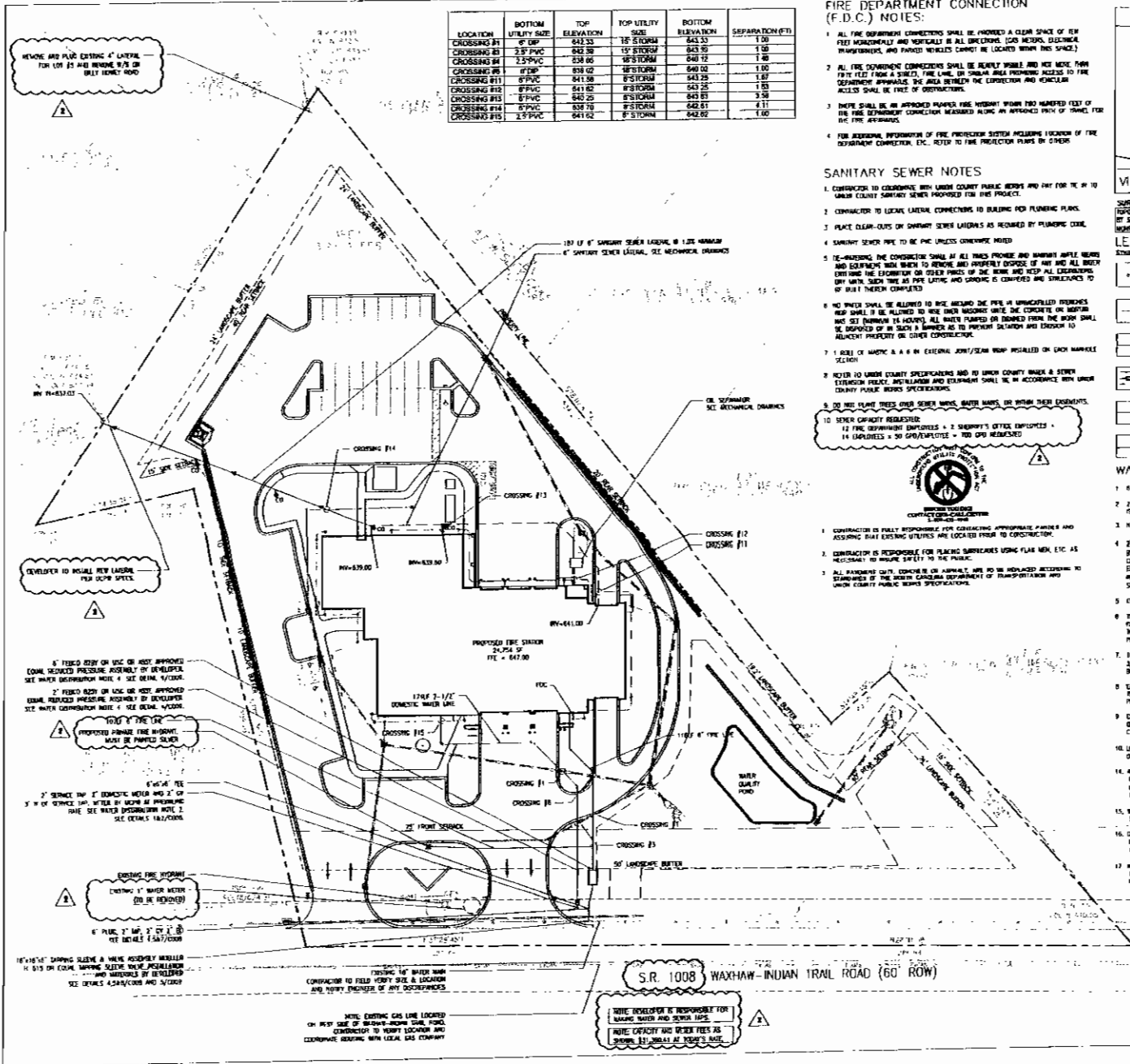
Through the Fire Station's expansion efforts an adjacent parcel of land was acquired to accommodate the facility expansion. This revised parcel now provides access to Union County's sewer system via an existing sewer main extended from Conaway Court. Service through UCPW's system provides the most viable solution to accommodate the facility expansion. Engineering calculations based on the NCDWQ wastewater design flow rates establish 720 gpd as the projected flow.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



LOCATION	BOTTOM UTILITY SIZE	TOP ELEVATION	TOP UTILITY SIZE	BOTTOM ELEVATION	SEPARATION (FT)
CROSSING #1	6" DIP	642.33	18" STORM	643.33	1.00
CROSSING #2	2.5" PVC	642.30	18" STORM	643.30	1.00
CROSSING #3	6" DIP	638.00	18" STORM	642.00	1.00
CROSSING #11	8" PVC	641.30	8" STORM	642.30	1.00
CROSSING #12	8" PVC	641.02	8" STORM	642.02	1.00
CROSSING #13	8" PVC	640.25	8" STORM	641.25	1.00
CROSSING #14	8" PVC	638.70	8" STORM	642.70	1.00
CROSSING #15	2.5" PVC	641.02	8" STORM	642.02	1.00

FIRE DEPARTMENT CONNECTION (F.D.C.) NOTES:

- ALL FIRE DEPARTMENT CONNECTIONS SHALL BE PROVIDED A CLEAR SPACE OF TEN FEET HORIZONTALLY AND VERTICALLY IN ALL DIRECTIONS (FOR METERS, ELECTRICAL, MECHANICALS, AND PARKED VEHICLES CANNOT BE LOCATED WITHIN THIS SPACE.)
- ALL FIRE DEPARTMENT CONNECTIONS SHALL BE NEARLY VISIBLE AND NOT MORE THAN FIFTY FEET FROM A STREET, FIRE LANE, OR DRIVEWAY PROVIDING ACCESS TO THE DEPARTMENT APPROVALS. THE AREA BETWEEN THE CONNECTION AND STRUCTURE ACCESS SHALL BE FREE OF OBSTRUCTIONS.
- PIPING SHALL BE AN APPROVED PLUMBING FREE HYDRANT WITH TWO HANDED FEET OF THE FIRE DEPARTMENT CONNECTION MEASURED ALONG AN APPROVED PATH OF TRAVEL FROM THE FIRE DEPARTMENT.
- FOR ADDITIONAL INFORMATION OF FIRE PROTECTION SYSTEM INCLUDING LOCATION OF THE DEPARTMENT CONNECTION, ETC. REFER TO FIRE PROTECTION PLANS BY OTHER.

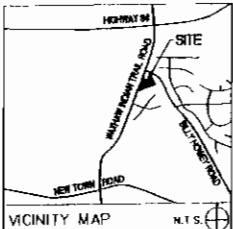
SANITARY SEWER NOTES

- CONNECTION TO COLORADO WITH UNDER COUNTY PUBLIC WORKS AND PAY FOR THE 10' UNDER COUNTY SANITARY SEWER PROVIDED FOR THIS PROJECT.
- CONNECTION TO LOCAL LATERAL CONNECTIONS TO BUILDING PER PLUMBING PLANS.
- PLACE CLEAN-OUTS ON SANITARY SEWER LATERALS AS REQUIRED BY PLUMBING CODE.
- SANITARY SEWER PIPE TO BE 8" UNLESS OTHERWISE NOTED.
- RE-ANCHORING THE CONNECTION SHALL BE AT ALL TRENCH POINTS AND SANITARY APPLIcATIONS AND EQUIPMENT WITHIN TEN FEET TO REMOVE AND PROPERLY DISPOSE OF ANY AND ALL DEBRIS DURING THE EXCAVATION OR OTHER PARTS OF THE WORK AND KEEP ALL EXCAVATIONS OPEN UNTIL SUCH TIME AS PIPE LAYING AND GRADING IS COMPLETED AND STRUCTURES TO BE BUILT THEREIN COMPLETED.
- NO TRENCH SHALL BE ALLOWED TO BE DEEPER THAN THE PIPE IN UNCOMPLETED TRENCHES AND SHALL BE ALLOWED TO BE DEEPER UNTIL THE CONCRETE OR MORTAR HAS SET (MINIMUM 14 HOURS). ALL WATER PUMPED OR DISCHARGED FROM THE WORK SHALL BE COLLECTED IN A TRENCH & PUMPED AS TO PREVENT STAGNATION AND EXPOSURE TO PUBLIC HEALTH OR OTHER CONSTRUCTION.
- 1" RIBBON OF MORTAR & A 6" EXTERIOR JOINT/SEAM SHALL BE INSTALLED ON EACH MANHOLE SECTION.
- REFER TO UNDER COUNTY SPECIFICATIONS AND TO UNDER COUNTY WATER & SEWER EXTERIOR PIPING INSTALLATION AND EQUIPMENT SHALL BE IN ACCORDANCE WITH UNDER COUNTY PUBLIC WORKS SPECIFICATIONS.
- NO 18" AND 24" TRENCHES OVER SEWER MAINS, WATER MAINS, OR OTHER TRENCH EXISTENCES.

SEWER CAPACITY REQUESTER:
 12 FIRE DEPARTMENT EMPLOYEES + 2 SHERRIFF'S OFFICE EMPLOYEES +
 14 EMPLOYEES + 30 CONTRACTORS + 100 CAR HOISTS

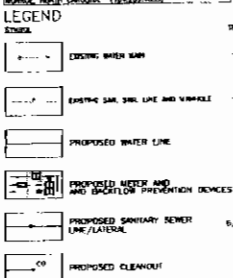


- CONTRACTOR IS FULLY RESPONSIBLE FOR CONSIDERING EXISTING PIPES AND EXISTING ROAD EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAG MEN, ETC. AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND UNDER COUNTY PUBLIC WORKS SPECIFICATIONS.



LEGEND

- EXISTING WATER MAIN
- EXISTING SAN. S.W. LINE AND MANHOLE
- PROPOSED WATER LINE
- PROPOSED METER AND LOCATION OF PROTECTION DEVICES/COGS
- PROPOSED SANITARY SEWER LINE/LATERAL
- PROPOSED CLEANOUT



WATER DISTRIBUTION NOTES

- AT FIRE LINE, CONTRACTOR IS RESPONSIBLE FOR INSTALLATION.
- 1" METRIC WATER METER INSTALLED BY UNDER COUNTY PUBLIC WORKS, CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION AND TESTING FOR INSTALLATION.
- NOT USED.
- 2" 1/2" REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY AS APPROVED BY UNDER COUNTY PUBLIC WORKS AND INSTALLED BY CONTRACTOR DURING CONSTRUCTION ASSEMBLY TO BE INSTALLED PRESSURE-SENSITIVE WITHIN INSTALLED EXCLUDING FROM UNDER COUNTY PUBLIC WORKS REQUIREMENTS. EXCLUDING TO INCLUDE CLEAN-OUTS FROM DISCHARGE, METER, EXCLUDING TO BE LOCATED OUT OF STREET, SEE DETAIL 4/COG.
- CONTRACTOR TO LOCATE 10'-INS TO ALL BUILDINGS BASED ON PLUMBING PLANS.
- PIPE SHALL BE 10" DIPS, PIPING GRANULES, UNAPPROVED DIPS, PIPING, INTERVALLS, FOR SEWER CONNECTION POINTS, OR UNDER SEWER WORKS APPLICABLES CONNECTED TO THE STREET LINE BETWEEN ANY WATER METER AND ITS REDUCED BACKFLOW PREVENTER.
- WATER SERVICES TO BE INSTALLED ON THE FIRE LINE BACKFLOW PREVENTER INSTALLED 3/4" COMPAS FROM FIRE LINE, BACKFLOW VALVE TO BUILDING PLUMB SYSTEM MAKE SURE COORDINATE WITH PLUMBING SYSTEM INSTALLATION.
- EACH UNDER COUNTY REDUCED BACKFLOW PREVENTION ASSEMBLY IS REQUIRED TO BE TESTED BY A UNDER COUNTY PUBLIC WORKS APPROVED TESTER PRIOR TO PLACING THE WATER SYSTEM IN SERVICE.
- CONTRACTOR IS RESPONSIBLE FOR PREPARING DISCHARGEWORK DRAWINGS AND OBTAINING AN ENGAGEMENTMENT WHEN AS REQUIRED TO CONDUCT BACKFLOW CONNECTIONS.
- LOCATE FIRE DEPARTMENT CONNECTION (FDC) PER THE PROTECTION PLANS (BY OTHER) AND FIRE DEPARTMENT REQUIREMENTS.
- ALL WATER AND SEWER MAINS SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF 10 FEET OR VERTICAL SEPARATION OF 16 INCHES. WHERE SUCH SEPARATION IS NOT POSSIBLE, FURNISH PROTECTIVE BARRIERS WITHIN THE TRENCHES AND THE EXISTING WATER MAIN AND SEWER MAINS SHALL BE 10' FEET ON EACH SIDE.
- WHERE UTILITIES CROSS BETWEEN FOUNDATIONS/CONCRETS OR OTHER LOAD BEARING SURFACES, BURIED FROM PIPE SHALL BE USED FOR THE UNDERLINE CONNECTION.
- CONNECTIONS ARE NOT TO BE LOCATED OVER OTHER WATER MAINS, METERS WILL NOT BE SET IF WATER METER EXIST, SAVED CLEAN-OUTS, THESE MUST BE UNDER SUCH REQUIREMENTS AND CHANGED AS NECESSARILY PROVIDED.
- INSTALL "TESTING" TYPE DOUBLE FLOW AT ALL POINTS OF THE RECEIVING PUBLIC WATER LINE, AND UNDER ALL AREAS WHERE VEHICULAR TRAFFIC WILL BE OPERATED, REFER TO UNDER COUNTY PUBLIC WORKS SPECIFICATIONS FOR DETAILS.

Garner & Brown Architects PA

1718 East Boulevard
 Charlotte, North Carolina 28203
 704.333.1051 fax 704.376.6546

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CONSULTANTS

PERIGON CHARLOTTE
 831 Industrial Drive, Matthews, NC 28105
 (704) 246-2000
 www.perigonnc.com

WESLEY CHAPEL VFD FIRE STATION NO. 26
 315 WAXHAW-INDIAN TRAIL ROAD
 Wesley Chapel
 North Carolina

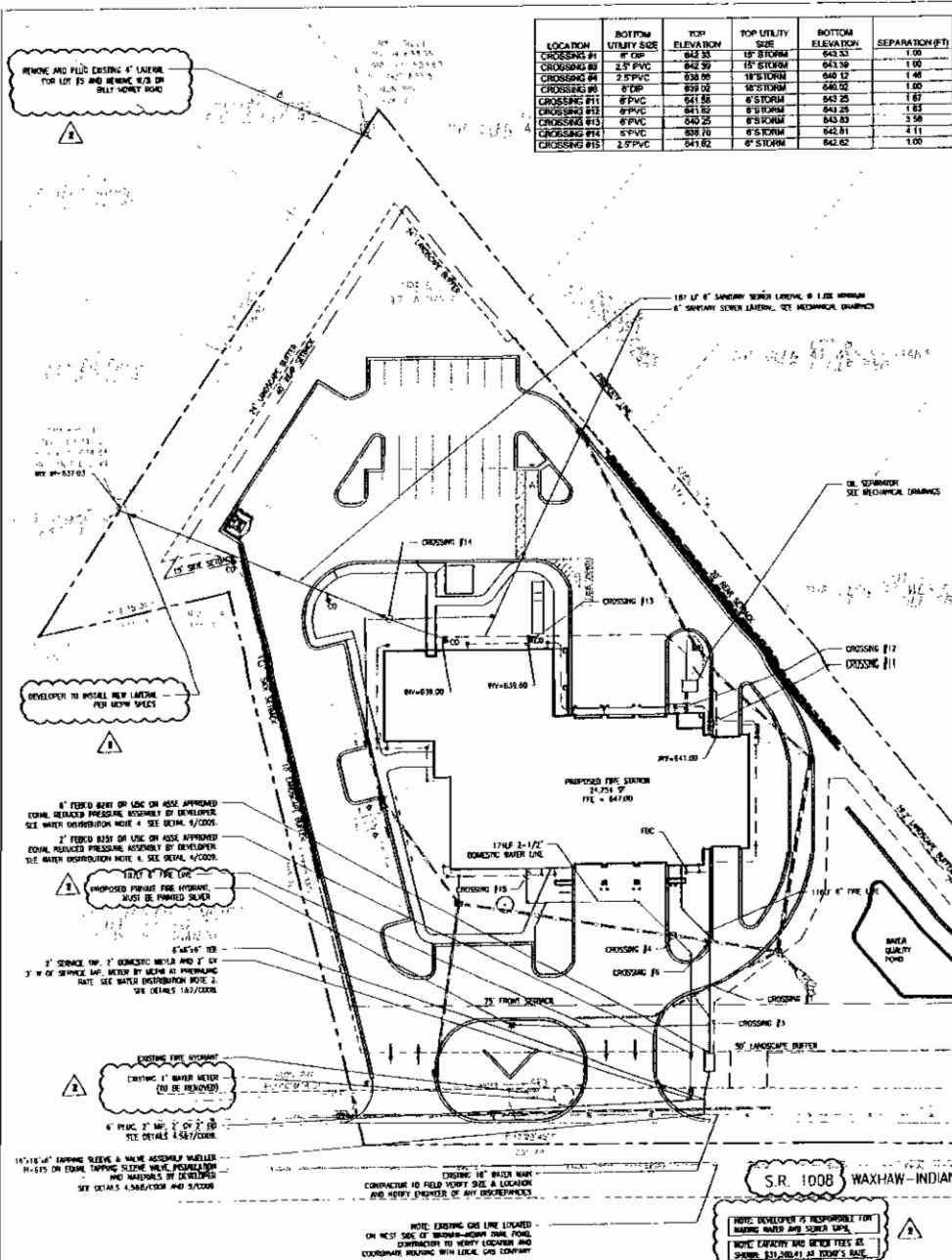
REVISED
 REV 0 - APPROVED FOR CONSTRUCTION
 REV 1 - VASANTHIC APPROVED
 REV 2 - MCFM COMMENTS

Project Number 109520
 Date June 2, 2010
 Drawn by JWC
 Checked by JIL

Utility Plan



C-007



FIRE DEPARTMENT CONNECTION (F.D.C.) NOTES:

- ALL FIRE DEPARTMENT CONNECTIONS SHALL BE PROVIDED A CLEAR SPACE OF TEN FEET MINIMUM AND VERTICALLY IN ALL DIRECTIONS. (EVEN RECEPT, ELECTRICAL, MECHANICAL, AND PARKED VEHICLES CANNOT BE LOCATED WITHIN THIS SPACE.)
- ALL FIRE DEPARTMENT CONNECTIONS SHALL BE READILY ACCESSIBLE AND NOT MORE THAN FIFTY FEET FROM A STREET. FIRE LINES ON UNPAVED AREAS PROVIDING ACCESS TO FIRE DEPARTMENT APPROVED BY THE FIRE DEPARTMENT AND VEHICLES ACCESS SHALL BE FREE OF OBSTRUCTIONS.
- THERE SHALL BE AN APPROVED NUMBER FIRE HYDRANT WITHIN 100 HAZARDED FEET OF THE FIRE DEPARTMENT CONNECTION MEASURED ALONG AN APPROVED PATH OF TRAVEL FROM THE FIRE APPROVALS.
- FOR ADDITIONAL INFORMATION OF FIRE PROTECTION SYSTEM INCLUDING LOCATION OF THE DEPARTMENT CONNECTION, ETC. REFER TO FIRE PROTECTION PLANS BY OTHERS.

SANITARY SEWER NOTES

- CONTRACTOR TO COORDINATE WITH LINCOLN COUNTY PUBLIC WORKS AND PAY FOR FE IN TO UNION COUNTY SANITARY SEWER PROPOSED FOR THIS PROJECT.
- CONTRACTOR TO LOCATE LATERAL CONNECTIONS TO BUILDING PER PLUMBING PLANS.
- PLACE CLEAN-OUTS ON SANITARY SEWER LATERALS AS REQUIRED BY PLUMBING CODE.
- SANITARY SEWER PIPE TO BE PVC UNLESS OTHERWISE NOTED.
- DE-FRUITING THE CONTRACTOR SHALL AT ALL TIMES PROVIDE AND MAINTAIN APPLE BEAMS AND EQUIPMENT THAT WHEN IN USE REMOVE AND PROTECTS COVER OF ANY AND ALL WATER EXISTING THE EXISTENCE OR OTHER PARTS OF THE ROAD AND KEEP ALL EXCAVATIONS OPEN UNTIL SUCH TIME AS PIPE LAYING AND CHANGING IS COMPLETED AND STRUCTURES TO BE BUILT THEREIN COMPLETED.
- NO DITCH SHALL BE ALLOWED TO BE AROUND THE PIPE UNLESS OTHERWISE NOTED. CONCRETE OR MASONRY SHALL BE AT LEAST 24 HOURS TO CURE BEFORE ANY OTHER WORK IS DONE ON THE AREA.
- ALL EXCAVATION SHALL BE PROTECTED BY SHIELDING OR OTHER PROTECTION AS REQUIRED BY LINCOLN COUNTY PUBLIC WORKS SPECIFICATIONS.
- ALL EXCAVATION SHALL BE PROTECTED BY SHIELDING OR OTHER PROTECTION AS REQUIRED BY LINCOLN COUNTY PUBLIC WORKS SPECIFICATIONS.

WATER DISTRIBUTION NOTES

- IF FIRE LINE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION.
- IF DOMESTIC WATER METER INSTALLED BY LINCOLN COUNTY PUBLIC WORKS, CONTRACTOR IS RESPONSIBLE FOR COORDINATING AND PAYING FOR INSTALLATION.
- NOT USED.
- IF A REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION AS APPROVED BY LINCOLN COUNTY PUBLIC WORKS AND INSTALLED BY CONTRACTOR DURING CONSTRUCTION, RESIDENT TO BE INSTALLED ABOVE-GROUND WITH PROTECTED ENCLOSURE PER LINCOLN COUNTY PUBLIC WORKS REQUIREMENTS. ENCLOSURE TO INCLUDE (BURN POINTS) FOR EXCHANGE WATER ENCLOSURE TO BE LOCATED OUT OF STREET. SEE DETAIL 4/50/00.
- CONTRACTOR TO LOCATE RE-INS TO ALL BUILDINGS BASED ON PLUMBING PLANS.
- WHERE THERE IS NO LUMP SUMMED BIDDING, UNIMPROVED BIDDING PERMITS FOR USE OF CONTRACTOR POWER OR OTHER BIDDING PERMITS APPROPRIATELY CONNECTED TO THE SUPPLY LINE BETWEEN ANY WATER METER AND ITS REQUIRED BACKFLOW PREVENTER.
- VALVES APPROVED TO BE INSTALLED ON THE FIRE LINE BACKFLOW PREVENTER. INSTALL 2/4" COUPLER FROM FIRE LINE BACKFLOW VALVE TO BUILDING ALARM SYSTEM WHERE BUILDING COORDINATE WITH ALARM SYSTEM MANUFACTURER.
- EACH LINCOLN COUNTY RELATED BACKFLOW PREVENTION ASSEMBLY IS REQUIRED TO BE TESTED BY A LINCOLN COUNTY PUBLIC WORKS APPROVED CERTIFIED TESTER PRIOR TO PLACING THE WATER SYSTEM IN SERVICE.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING ENCLOSURE DRAWINGS AND OBTAINING AN ENCLOSURE PERMIT AS REQUIRED TO CONSTRUCT WATERLINE ENCLOSURES.
- LOCAL FIRE DEPARTMENT CONNECTION (FDC) PER FIRE PROTECTION PLANS BY OTHERS AND THE DEPARTMENT REQUIREMENTS.
- ALL WATER AND SEWER MAINS SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF 10 FEET OR HORIZONTAL SEPARATION OF 10 INCHES. WHERE SUCH SEPARATION IS NOT POSSIBLE, TYPICALS (SCALE 80%) PIPE SHALL BE IDENTIFIED FOR THE STANDARD WATER MAIN AND SEWER MAIN MANHOLE TOP TO 10 FEET ON EACH SIDE.
- WHERE INSTALLED CROSS STREET PRODUCTIONS/CONDUITS OR OTHER LINES BEARING CONTACTS, THE FIRE LINE PIPE SHALL BE USED FOR THE WATERLINE ENCLOSURE.
- OPENINGS ARE NOT TO BE LOCATED OVER WATER METERS. METERS WILL NOT BE SET IF WATER METER BEARS SEWER CLEAN-OUTS. THESE BEARS ON THEIR APPLICABLES AND CHANGED ON NECESSITY. POSTERIOR.
- INSTALL "RESTRAINT" PIPE UNABLE FROM AT ALL BEARDS OF THE INTERNAL PUBLIC WATER LINE AND UNDER ALL AREAS WHERE VERTICAL PLUMBING WILL BE INSTALLED REFER TO LINCOLN COUNTY PUBLIC WORKS SPECIFICATIONS FOR DETAILS.



LEGEND

EXISTING WATER MAIN	---
EXISTING SAN. SEW. LINE AND MANHOLE	---
PROPOSED WATER LINE	---
PROPOSED METER AND BACKFLOW PREVENTION DEVICES 1/2" CGP	---
PROPOSED SANITARY SEWER LINE/LATERAL	---
PROPOSED CLEANOUT	---

Garner & Brown Architects PA
 1718 East Boulevard
 Charlotte, North Carolina 28203
 704.333.1051 fax 704.376.6546

CONSULTANTS
PERIGON ENGINEERS
 931 W. 10th Street, Raleigh, NC 27603
 (919) 246-2000
 www.perigoneng.com

WESLEY CHAPEL VFD FIRE STATION NO. 26
 315 WAXHAW-INDIAN TRAIL ROAD
 Wesley Chapel North Carolina

REVISIONS
 REV 0 - APPROVED FOR CONSTRUCTION
 REV 1 - VARIANCE APPROVED
 REV 2 - BCPM COMMENTS

Project Number 109520
 Date June 2, 2010
 Drawn by: JWG
 Checked by: JIL

Utility Plan
 SCALE: 1"=40'
 0' 10' 20' 30' 40'
C-007

POLICY FOR ALLOCATING WASTEWATER TREATMENT CAPACITY

SEPTEMBER 17, 2007

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1.0 DEFINITIONS

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

6-Mile Collection System means the wastewater treatment collection system located in west-central Union County which, pursuant to an agreement between Union County and the City of Charlotte dated April 12, 1996, Union County may use to transport up to 3.0 million GPD of wastewater for treatment at the McAlpine Creek Wastewater Treatment Plant owned by Charlotte-Mecklenburg Utilities.

12- Mile WWTP means Union County's 12-Mile Creek Wastewater Treatment Plant located at 3104 Providence Road South.

Accessibility Letter, or Availability Letter, means a letter issued by UCPW that describes the proximity of a proposed Development Project to existing UCPW sewer infrastructure and the requirements for obtaining sewer capacity. Such letter may, but need not, have been issued in response to UCPW's receipt of a Letter of Intent.

Availability Letter has the same meaning as Accessibility Letter.

Capacity at the Treatment Facilities means wastewater treatment capacity at the Treatment Facilities, defined below as the 12-Mile WWTP and Crooked Creek WWTP, collectively.

Capacity at 6-Mile means wastewater treatment capacity available through the 6-Mile Collection System.

Crooked Creek WWTP means Union County's Crooked Creek Wastewater

Treatment Plant located at 4015 Sardis Church Road.

Current Expansion means the current project to expand wastewater treatment capacity at the 12-Mile WWTP from 3.0 to 6.0 million GPD.

Development Project, or Project, means an undertaking involving real property improvements for which connection to either the 12-Mile WWTP, the Crooked Creek WWTP, or the 6-Mile Collection System is requested.

Development Submittal means either: (i) a Letter of Intent; or (ii) other document received by UCPW as part of the required procedures for obtaining a zoning permit, special use permit, conditional use permit, major development permit, or other land development permit.

Effective Date means the date this Policy is adopted by the Union County Board of Commissioners.

Flow Permit means a Sewer Permit issued by NCDWQ authorizing the construction and operation of a wastewater collection system extension for wastewater treatment at the 12-Mile WWTP, Crooked Creek WWTP, or through the 6-Mile Collection System to serve a specified Project. UCPW requires a Flow Permit for connection to its wastewater treatment facilities for all Projects except Tap Only Projects.

Flow Permit Application means a completed application for a Flow Permit submitted to UCPW by an owner or developer in connection with a particular Project that meets all the requirements set forth in the UCPW Extension Policy including, but not limited to, final approval of engineering plans by UCPW, payment of one-half of the capacity fees, and payment of the application fee.

Government Facilities means facilities owned or operated by Union County, Union County Public Schools, or a municipality located within Union County, and facilities funded in whole or in part by Union County.

GPD means gallons per day.

Letter of Intent means a letter of intent to develop property received by the UCPW Director pursuant to Section 2.2 of the UCPW Extension Policy.

Moratorium means the state-imposed moratorium pursuant to which NCDWQ ceased issuing Sewer Permits for the 12-Mile WWTP effective February 7, 2007.

NCDWQ means the North Carolina Division of Water Quality.

Nonresidential Development Projects means all Development Projects other than Residential Development Projects.

Planned Diversion means the proposed diversion by UCPW of not less than 1.03 million GPD of wastewater from the service areas of the Treatment Facilities to the 6-Mile Collection System.

Project has the same meaning as Development Project.

Residential Development Projects means Development Projects for residences such as attached and detached single-family dwellings, apartment complexes, condominiums, townhouses, cottages, etc., and their associated outbuildings including garages, storage buildings, gazebos, etc., and customary home occupations. For purposes of this Policy, a Retirement Community shall not be deemed a Residential Development Project.

Retirement Community means a housing development that is designed for and

restricted to occupancy by households having at least one member who is fifty-five (55) years of age or older, and in which children under eighteen (18) years of age shall not reside for more than ninety (90) days per calendar year.

Sewer Permit means a Flow Permit or Zero Flow Permit issued by NCDWQ.

Tap Only Project means a Project for which a Sewer Permit from NCDWQ is not required pursuant to either G.S. § 143-215.1 or Rule 02T.0113, Chapter 15A, North Carolina Administrative Code.

Treatment Facilities means the 12-Mile WWTP and Crooked Creek WWTP, collectively.

UCPW means the Union County Public Works Department.

UCPW Extension Policy means the Union County Public Works Water and Sewer Extension Policy dated January 6, 1997, as amended.

Zero Flow Permit means a Sewer Permit issued by NCDWQ for construction only of a wastewater collection system extension for wastewater treatment at the 12-Mile WWTP, the Crooked Creek WWTP, or through the 6-Mile Collection System to serve a specified Project, with no authority for operation of the same.

2.0 RECITALS

2.1 The Treatment Facilities are interconnected via the Poplin Road Pump Station, and together they serve the west-central portion of Union County, including but not limited to the towns of Hemby Bridge, Indian Trail, Lake Park, Mineral Springs, Stallings, Waxhaw, Weddington, Wesley Chapel, and immediately surrounding areas. Heavy development in western Union County in recent years

has dramatically increased the demand for wastewater treatment capacity in that part of the County.

- 2.2 Effective February 7, 2007, NCDWQ ceased issuing Sewer Permits for the 12-Mile WWTP pursuant to the state-imposed Moratorium. Consequently, for all Projects within the service areas of the Treatment Facilities, UCPW has temporarily: (i) stopped issuing Accessibility Letters; (ii) stopped accepting new Sewer Permit Applications; (iii) stopped accepting new engineering plans; and (iv) limited authorization for connections for Tap Only Projects.
- 2.3 Following completion of the Current Expansion of the 12-Mile WWTP, permitted wastewater treatment capacity at that plant will increase by 3.0 million GPD, bringing the total Capacity at the Treatment Facilities to 7.9 million GPD. Of this 7.9 million GPD, approximately 6.25 million GPD represents the maximum average monthly flow for the previous 12 months plus the amount of Capacity at the Treatment Facilities needed to satisfy outstanding Flow Permits previously issued by NCDWQ. Thus, the Current Expansion will result in approximately 1.65 million GPD of additional Capacity at the Treatment Facilities.
- 2.4 Pursuant to an agreement between Union County and the City of Charlotte, UCPW may transport 3.0 million GPD of wastewater through the 6-Mile Collection System to Charlotte-Mecklenburg Utilities' McAlpine Creek Wastewater Treatment Plant.
- 2.5 Current average monthly flow for the previous 12 months through the 6-Mile Collection System, together with outstanding Flow Permits previously issued for

that System, account for approximately 1.11 million GPD of Capacity. This leaves an estimated 1.89 million GPD of available Capacity at 6-Mile.

2.6 The Policy set forth herein is intended to provide guidelines for allocating, in a fair, rational, and lawful manner among competing interests: (i) the limited Capacity at the Treatment Facilities that will become available when the Current Expansion is complete and the Moratorium lifted; and (ii) the limited Capacity at 6-Mile. Subject to approval of the County Manager, the Union County Public Works Director may authorize a departure from these guidelines when strict adherence would frustrate the purpose of these guidelines or endanger the health, safety or welfare of the citizens of Union County. The County Manager shall report any such departure to the Board of County Commissioners no later than the Board's next regular meeting.

2.7 Pursuant to G.S. § 153A-283, Union County may in no case be held liable for damages for failure to furnish sewer services, and this Policy creates no legal right to receive, nor any legal duty on the part of Union County or UCPW to provide, any amount of existing or future wastewater treatment capacity at the Treatment Facilities, through the 6-Mile Collection System, or elsewhere.

3.0 SCOPE

This Policy applies to: (i) the allocation of approximately 1.65 million GPD of Capacity at the Treatment Facilities that will be available when the Current Expansion at the 12-Mile WWTP is completed and the Moratorium lifted; and (ii) the allocation of approximately 1.89 million GPD of Capacity at 6-Mile. Except as otherwise stated

herein, this Policy applies to all Development Projects located in areas served by the Treatment Facilities or the 6-Mile Collection System for which the owner or developer requests connection thereto but for which the authorization necessary to do so has not yet been obtained. This Policy does not affect Flow Permits previously issued by NCDWQ.

4.0 PURPOSE

This Policy is intended to establish guidelines for allocating limited wastewater treatment capacity in a fair, rational, and lawful manner, taking into consideration, among other things:

- The need to fulfill outstanding legal obligations Union County may have to provide Capacity at the Treatment Facilities when the Current Expansion at 12-Mile WWTP is complete and the Moratorium is lifted or to provide Capacity at 6-Mile;
- The need to reserve Capacity to serve public school facilities, County Projects, and other Government Facilities;
- The desire to treat alike all Development Projects that are similarly situated as to: (i) type of Project; and (ii) stage of progress in the procedures required for obtaining a Sewer Permit or otherwise connecting to the Treatment Facilities or the 6-Mile Collection System to the extent that UCPW has received written documentation of such progress;
- The desire to promote Nonresidential Development Projects in Union County in order to increase the County's property tax base while imposing fewer demands (than those imposed by Residential Development Projects) on the County's

already overburdened public schools; and

- The need to protect the public health, safety and welfare.

5.0 EFFECTIVE DATE

This Policy shall become effective upon adoption by the Union County Board of Commissioners and may be repealed or modified at any time, without notice.

PART I

ALLOCATION OF CAPACITY: 12-MILE AND CROOKED CREEK WWTPS

6.0 FIRST PRIORITY PROJECTS

When the Current Expansion is complete and the Moratorium has been lifted, Capacity at the Treatment Facilities shall be made available to serve First Priority Projects, described in Sections 6.1 through 6.3 and specifically identified in Exhibits 1 - 3, as set forth below.

6.1 PROJECTS WITH CONTRACTED CAPACITY

A total of 283,176 GPD of Capacity at the Treatment Facilities is hereby reserved in favor of Projects for which the owner or developer has entered into a contract with Union County and provided valuable consideration to Union County, and under which the County has expressly agreed to provide sewer services to that particular Project when it is able to do so. Such contracts are identified in Exhibit 1, attached and incorporated herein by reference. Capacity at the Treatment Facilities shall be available to serve individual Projects contingent upon UCPW's receipt of a Flow Permit for the Project from NCDWQ and subject to the following terms and conditions:

6.1.1 As used in this Section, "Project" means the Project or portion(s) or

phase(s) thereof specifically identified in Exhibit 1.

- 6.1.2 The amount of Capacity at the Treatment Facilities available to any individual Project may not exceed the lesser of: (i) the amount necessary to fulfill the County's remaining obligation under the contract for that Project; or (ii) the amount stated in the Flow Permit.
- 6.1.3 Connection to the Treatment Facilities pursuant to this Section shall be subject to all terms and conditions stated in the contract.
- 6.1.4 It is expressly noted that pursuant to Subsection 2.2.2 of the UCPW Extension Policy, UCPW's response to a Letter of Intent (sometimes referred to as an Accessibility Letter or Availability Letter) does not represent a reservation of Capacity at the Treatment Facilities in favor of the Project. Such response, therefore, confers no contractual rights. Similarly, Capacity at the Treatment Facilities is not reserved and no contractual rights are conveyed pursuant to receipt of an Accessibility Letter or Availability Letter issued in any other context.

6.2 PROJECTS WITH ZERO FLOW PERMITS

A total of 231,135 GPD of Capacity at the Treatment Facilities is hereby temporarily reserved in favor of Projects for which NCDWQ has issued Zero Flow Permits, as shown in Exhibit 2, attached and incorporated herein by reference. Capacity at the Treatment Facilities shall be available to serve individual Projects contingent upon UCPW's receipt of a new Flow Permit Application for the Project within ninety (90) days of the Effective Date, UCPW's

receipt of a Flow Permit for the Project from NCDWQ, and subject to the following terms and conditions:

- 6.2.1 As used in this Section, "Project" means the Project or portion(s) or phase(s) thereof specifically identified in Exhibit 2.
- 6.2.2 The amount of Capacity at the Treatment Facilities available to any individual Project may not exceed the lesser of: (i) the amount necessary to satisfy the Project as defined in the Zero Flow Permit or cover letter thereto; or (ii) the amount stated in the Flow Permit.
- 6.2.3 Failure to submit a new Flow Permit Application to UCPW within ninety (90) days of the Effective Date will result in the loss of any Capacity at the Treatment Facilities reserved in favor of the Project under this Section.

6.3 Projects With Denied Applications

A total of 236,473 GPD of Capacity at the Treatment Facilities is hereby temporarily reserved in favor of Projects: (i) for which NCDWQ denied a Flow Permit Application for the Project pursuant to a letter dated March 22, 2007; and (ii) which are not included in Exhibit 2 as having received a Zero Flow Permit. Such Projects are identified in Exhibit 3, attached and incorporated by reference herein. (A copy of the referenced denial letter from NCDWQ is attached as Exhibit 4.) Capacity at the Treatment Facilities shall be available to serve individual Projects contingent upon UCPW's receipt of a new Flow Permit Application for the Project within ninety (90) days of the Effective Date, UCPW's receipt of a Flow Permit for the Project from NCDWQ, and subject to the

following terms and conditions:

6.3.1 As used in this Section, "Project" means the Project or portion(s) or phase(s) thereof specifically identified in Exhibit 3.

6.3.2 The amount of Capacity at the Treatment Facilities available to any individual Project may not exceed the lesser of: (i) the amount necessary to serve the Project as that Project is defined in the denied Flow Permit Application; or (ii) the amount stated in the Flow Permit.

6.3.3 Failure to submit a new Flow Permit Application within ninety (90) days of the Effective Date will result in the loss of any Capacity at the Treatment Facilities reserved in favor of the Project under this Section.

6.4 CAPACITY LIMITATION FOR ALL FIRST PRIORITY PROJECTS

In no event may any First Priority Project receive any greater Capacity at the Treatment Facilities under Sections 6.1 through 6.3 than the amount necessary to serve the Project or portion(s) or phase(s) thereof described in the contract, Zero Flow Permit, or denied Flow Permit Application.

7.0 SECOND PRIORITY PROJECTS

When the Current Expansion is complete, the Moratorium has been lifted, and Capacity at the Treatment Facilities has been reserved to satisfy all First Priority Projects, remaining Capacity at the Treatment Facilities created by the Current Expansion, if any, shall be made available to serve Second Priority Projects, described in Sections 7.1 and 7.2, as stated below.

7.1 GOVERNMENT FACILITIES

A total of 240,000 GPD of Capacity at the Treatment Facilities is hereby reserved in favor of public school facilities identified in Union County Public Schools' five-year Capital Improvement Plan as shown in Exhibit 5, attached and incorporated herein by reference. An additional 20,600 GPD of Capacity at the Treatment Facilities is hereby reserved in favor of County Projects identified in Union County's five-year Capital Improvement Plan, as shown in Exhibit 6, attached and incorporated herein by reference. Subject to approval by the Board of County Commissioners, additional Capacity at the Treatment Facilities, if available, may be allocated to other Government Facilities. Capacity at the Treatment Facilities shall be available to serve individual Projects contingent upon UCPW's receipt of a Flow Permit for the Project from NCDWQ and subject to the following terms and conditions:

7.1.1 As used in this Section, "Project" means the Project or portion(s) or phase(s) thereof identified in Exhibits 5 or 6 or, for other Government Facilities, the Project or portion(s) or phases(s) thereof specifically approved by the Board of County Commissioners.

7.1.2 The amount of Capacity at the Treatment Facilities available to any individual Project may not exceed the lesser of: (i) the amount necessary to serve the Project; or (ii) the amount stated in the Flow Permit.

7.2 TAP ONLY PROJECTS

A total of 14,250 GPD of Capacity at the Treatment Facilities is hereby reserved in favor of Tap Only Projects. Capacity at the Treatment Facilities shall be

available to serve individual Projects contingent upon UCPW's receipt of a written request for connection to the Treatment Facilities and subject to the following terms and conditions:

- 7.2.1 Capacity at the Treatment Facilities shall be available to Tap Only Projects on a First Come, First Served basis, based on the date UCPW receives a written request for connection.
- 7.2.2 There shall be a limit of one connection (or "tap") per parcel.
- 7.2.3 The parcel for which the tap is sought must have existed on the Effective Date.
- 7.2.4 The maximum amount of Capacity at the Treatment Facilities available to any individual Tap Only Project shall not exceed 2,000 GPD.

8.0 THIRD PRIORITY PROJECTS

When the Current Expansion Project is complete, the Moratorium has been lifted, and Capacity at the Treatment Facilities has been reserved to satisfy First and Second Priority Projects as set forth above, remaining Capacity at the Treatment Facilities created by the Current Expansion, if any, is hereby temporarily reserved in favor of Projects which fail to qualify as First or Second Priority Projects, but for which UCPW has, between the dates of February 7, 2005, and February 7, 2007: (i) issued an Accessibility Letter; or (ii) received a Development Submittal. A list of Third Priority Projects identified by UCPW is attached as Exhibit 7 and incorporated herein by reference. Capacity at the Treatment Facilities, if any, shall be made available to serve individual Projects contingent upon UCPW's receipt of a Flow Permit Application for the Project within one (1) year from the

Effective Date, UCPW's receipt of a Flow Permit for the Project from NCDWQ, and subject to the following terms and conditions:

- 8.1** As used in Sections 8.2 through 8.6, "Project" means the Project or portion(s) or phase(s) thereof specifically identified in Exhibit 7 or for which an owner or developer has established eligibility for Third Priority status pursuant to Section 8.5.
- 8.2** Nonresidential Projects. Capacity at the Treatment Facilities is hereby temporarily reserved in favor of Nonresidential Third Priority Projects in an amount sufficient to serve all such Projects listed in Exhibit 7 or for which Third Priority status was established pursuant to Section 8.5. Notwithstanding the foregoing, if for any reason Capacity at the Treatment Facilities is insufficient to serve all Nonresidential Third Priority Projects, Capacity at the Treatment Facilities shall be allocated to such Projects on a First Come, First Served basis, based on the date UCPW receives a Flow Permit Application for the Project.
- 8.3** Residential Projects. After Capacity at the Treatment Facilities has been reserved to satisfy Nonresidential Third Priority Projects pursuant to Section 8.2, remaining Capacity at the Treatment Facilities, if any, is hereby temporarily reserved in favor of Residential Third Priority Projects. The maximum amount of Capacity at the Treatment Facilities allocated to any individual Residential Third Priority Project under this Section shall not exceed the greater of: (i) the amount of capacity needed to serve five (5) lots; or (ii) the pro-rated amount of capacity needed to serve the number of lots eligible for Capacity at the Treatment Facilities using the

following formula:

$$\begin{array}{l} \text{[Total number of lots} \\ \text{requested for that Project]} \end{array} \quad \times \quad \begin{array}{l} \text{[Total amount of Capacity at the} \\ \text{Treatment Facilities } \textit{available} \text{ for} \\ \text{all Residential Projects} \quad \div \\ \text{Total amount of Capacity at the} \\ \text{Treatment Facilities } \textit{requested} \text{ for} \\ \text{all Residential Projects]} \end{array}$$

Numbers will be rounded down to the nearest whole number. For example, if (i) a Residential Third Priority Project is shown in Exhibit 7 as requesting Capacity at the Treatment Facilities for 100 lots; (ii) the total Capacity at the Treatment Facilities available for all Residential Third Priority Projects is 300,000 GPD; and (iii) the total Capacity at the Treatment Facilities requested for all Residential Third Priority Projects is 1,400,000 GPD, then the maximum number of lots eligible to receive Capacity at the Treatment Facilities using the above formula is 21 lots, shown as: $100 \times [300,000/1,400,000] = 21$. The number of lots eligible to receive Capacity at the Treatment Facilities under this Section will be determined for individual Projects after all requests for Third Priority status pursuant to Section 8.5 have been resolved. Notwithstanding the foregoing, if for any reason Capacity at the Treatment Facilities is insufficient to provide all Residential Third Priority Projects with Capacity at the Treatment Facilities in the amounts described above, Capacity at the Treatment Facilities shall be allocated to Residential Third Priority Projects on a First Come, First Served basis, based on the date UCPW receives a Flow Permit Application for the Project.

8.4 Failure of the owner or developer of any Third Priority Project to submit a Flow

Permit Application within one (1) year from the Effective Date will result in the loss of any Capacity at the Treatment Facilities reserved in favor of the Project pursuant to Sections 8.2 and 8.3.

- 8.5** The owner or developer of any Project not appearing on Exhibit 7, but for which UCPW has, between the dates of February 7, 2005, and February 7, 2007: (i) issued an Accessibility Letter; or (ii) received a Development Submittal, may within thirty (30) days from the Effective Date submit written documentation of the same to the UCPW Director along with a request for Third Priority status. The Director may ask for additional corroborative evidence in support of the request, and may consider such additional evidence in making his or her determination. If the Director denies the request, or fails to respond within thirty (30) days of receipt of the request, the owner or developer may seek review by the County Manager, whose decision shall be final.
- 8.6** In no event may any Third Priority Project receive any greater Capacity at the Treatment Facilities under Sections 8.2 or 8.3 than the amount necessary to serve the Project or portion(s) or phase(s) thereof described in the Accessibility Letter or Development Submittal or for which Third Priority status was established pursuant to Section 8.5.

9.0 ACCEPTANCE OF ENGINEERING PLANS

Except as provided herein, UCPW shall not accept any new engineering plans for Projects within the service areas of the Treatment Facilities.

- 9.1** For Projects or phases or portions thereof identified in Exhibits 1- 7 or for which

the owner or developer has established Third Priority status pursuant to Section 8.5, UCPW will resume accepting new engineering plans beginning on the Effective Date.

- 9.2** For all other Projects or phases or portions thereof in the service areas of the Treatment Facilities, UCPW will resume accepting new engineering plans when UCPW believes with reasonable certainty that a significant amount of additional wastewater treatment capacity will become available at the Treatment Facilities.

PART II

ALLOCATION OF CAPACITY: 6-MILE COLLECTION SYSTEM

10.0 FIRST PRIORITY PROJECTS

A total of 198,550 GPD of Capacity at 6-Mile is hereby reserved in favor of Projects for which the owner or developer has entered into an ongoing contract with Union County and provided valuable consideration to Union County, and under which the County has expressly agreed to provide sewer services to that particular Project as it is able to do so. These Projects are identified in Exhibit 8, attached and incorporated herein by reference. Capacity at 6-Mile shall be available to serve these Projects contingent upon UCPW's receipt of a Flow Permit for the Project from NCDWQ and subject to the following terms and conditions:

- 10.1** As used in Sections 10.2 through 10.5, "Project" means the Project or portion(s) or phase(s) thereof specifically identified in Exhibit 8.
- 10.2** The amount of Capacity at 6-Mile available to any individual Project may not exceed the lesser of: (i) the amount necessary to fulfill the County's remaining

obligation under the contract for that Project; or (ii) the amount stated in the Flow Permit.

- 10.3** Connection to the 6-Mile Collection System shall be subject to all terms and conditions stated in the contract.
- 10.4** In no event may any First Priority Project receive any greater Capacity at 6-Mile under Sections 10.2 through 10.5, than the amount necessary to serve the Project or portion(s) or phase(s) thereof described in the contract.
- 10.5** It is expressly noted that pursuant to Subsection 2.2.2 of the UCPW Extension Policy, UCPW's response to a Letter of Intent (sometimes referred to as an Accessibility Letter or Availability Letter) does not represent a reservation of wastewater treatment capacity in favor of the Project. Such response, therefore, confers no contractual rights. Similarly, wastewater treatment capacity is not reserved and no contractual rights are conveyed pursuant to receipt of an Accessibility Letter or Availability Letter issued in any other context.

11.0 SECOND PRIORITY PROJECTS

11.1 GOVERNMENT FACILITIES

A total of 10,000 GPD of Capacity at 6-Mile is hereby reserved in favor of Government Facilities, subject to approval by the Board of County Commissioners. Capacity at 6-Mile shall be available to serve individual Projects contingent upon UCPW's receipt of a Flow Permit for the Project. The amount of Capacity at 6-Mile available to any individual Project may not exceed the lesser of: (i) the amount necessary to serve the Project; or (ii) the amount stated in the

Flow Permit.

11.2 TAP ONLY PROJECTS

A total of 14,250 GPD of Capacity at 6-Mile is hereby reserved in favor of Tap Only Projects. Capacity at 6-Mile shall be available to serve individual Projects contingent upon UCPW's receipt of a written request for connection to the 6-Mile Collection System and subject to the following terms and conditions:

11.2.1 Capacity at 6-Mile shall be available to Tap Only Projects on a First Come, First Served basis, based on the date UCPW receives a written request for connection.

11.2.2 There shall be a limit of one connection (or "tap") per parcel.

11.2.3 The parcel for which the tap is sought must have existed on the Effective Date.

11.2.4 The maximum amount of Capacity at 6-Mile available to any individual Tap Only Project shall not exceed 2,000 GPD.

12.0 THIRD PRIORITY PROJECTS

12.1 ACTIVE PROJECTS

A total of 212,735 GPD of Capacity at 6-Mile is hereby temporarily reserved in favor of Projects for which UCPW has, between August 20, 2005 and August 20, 2007: (i) issued an Accessibility Letter; or (ii) received a Development Submittal.

A list of Active Projects identified by UCPW is attached as Exhibit 9 and incorporated herein by reference. Capacity at 6-Mile shall be made available to serve individual Projects contingent upon UCPW's receipt of a Flow Permit

Application for the Project within one (1) year from the Effective Date, UCPW's receipt of a Flow Permit for the Project from NCDWQ, and subject to the following terms and conditions:

- 12.1.1** As used in this Section, "Project" means the Project or portion(s) or phase(s) thereof specifically identified in Exhibit 9 or for which an owner or developer has established eligibility for Active status pursuant to Subsection 12.1.4.
- 12.1.2** The amount of Capacity at 6-Mile available to serve any individual Project may not exceed the lesser of: (i) the amount identified in Exhibit 9 or the amount for which Active status was established pursuant to Subsection 12.1.4; or (ii) the amount stated in the Flow Permit.
- 12.1.3** Failure of the owner or developer of Projects qualifying for Active status pursuant to this Section to submit a Flow Permit Application within one (1) year from the Effective Date will result in the loss of any Capacity at 6-Mile reserved in favor of the Project pursuant to this Section.
- 12.1.4** The owner or developer of any Project not appearing on Exhibit 9, but for which UCPW has, between August 20, 2005 and August 20, 2007: (i) issued an Accessibility Letter; or (ii) received a Development Submittal, may within thirty (30) days from the Effective Date submit written documentation of the same to the UCPW Director along with a request for Active status. The Director may ask for additional corroborative evidence in support of the request, and may consider such additional evidence in

making his or her determination. If the Director denies the request, or fails to respond within thirty (30) days of receipt of the request, the owner or developer may seek review by the County Manager, whose decision shall be final.

12.1.5 In no event may any Active Project receive any greater Capacity at 6-Mile under this Section than the amount necessary to serve the Project or portion(s) or phase(s) thereof described in the contract, Accessibility Letter, or Development Submittal or for which Active status was established pursuant to Subsection 12.1.4.

12.1.6 Notwithstanding any other provision of this Policy to the contrary, no Project may receive Capacity at 6-Mile, without prior approval from the Board of County Commissioners, if such receipt would require construction of a new pump station to divert wastewater from the service areas of the Treatment Facilities or elsewhere into the 6-Mile Collection System. In determining whether to approve a new pump station under this Subsection, the Board shall consider, among other things:

- Overall economic benefit to the County;
 - Impact of the Project on demand for public schools;
 - Impact of the Project on demand for other public goods and services, such as public utilities;
 - Impact of the Project on existing infrastructure, such as roadways;
- and

- Benefits created by Projects providing valuable public services, such as medical clinics.

12.2 PART I THIRD PRIORITY PROJECTS

A total of not less than 1.03 million GPD of Capacity at 6-Mile is hereby reserved to receive wastewater from the Planned Diversion. Once the Planned Diversion is in operation, approximately 1.03 million GPD of the wastewater treatment capacity that becomes available at the Treatment Facilities as a result is hereby reserved in favor of those Third Priority Projects identified under Part I of this Policy, to the extent that the demand for Capacity as reflected on Exhibit 7 or for which Third Priority status was established pursuant to Section 8.5 was not satisfied under Part I. Capacity at the Treatment Facilities shall be available to serve individual Third Priority Projects under this Section contingent upon UCPW's receipt of a Flow Permit Application within one (1) year from completion of the Planned Diversion, UCPW's receipt of a Flow Permit from NCDWQ for the Project, and subject to the following terms and conditions:

12.2.1 As used in this Section, "Project" or "Third Priority Project" has the same meaning as set forth in Section 8.1 (i.e., the Project or portion(s) or phase(s) thereof specifically identified in Exhibit 7 or for which an owner or developer established Third Priority status pursuant to Section 8.5).

12.2.2 Capacity at the Treatment Facilities shall be available to Projects under this Section on a First Come, First Basis, based on the date UCPW receives a Flow Permit Application for the Project.

12.2.3 The amount of Capacity at the Treatment Facilities available to any individual Project under this Section may not exceed the lesser of: (i) the amount necessary to complete the Project as identified in Exhibit 7 or for which Third Priority status was established pursuant to Section 8.5; or (ii) the amount stated in the Flow Permit.

12.2.4 Failure of the owner or developer of a Third Priority Project to submit a Flow Permit Application within one (1) year from completion of the Planned Diversion will result in the loss of any Capacity at the Treatment Facilities created by the Diversion and reserved in favor of the Project pursuant to this Section.

12.2.5 In no event may any Third Priority Project receive any greater Capacity at the Treatment Facilities under this Section than an amount which, when combined with the amount of Capacity at the Treatment Facilities that the Project received pursuant to Section 8.0, constitutes the amount necessary to serve the Project or portion(s) or phase(s) thereof described in the Accessibility Letter or Development Submittal or for which Third Priority status was established pursuant to Subsection 8.5.

13.0 RESERVE CAPACITY

After Capacity at 6-Mile is reserved to satisfy First, Second, and Third Priority Projects pursuant to Sections 10.0 through 12.2, above, any remaining Capacity at 6-Mile ("Reserve Capacity") is hereby reserved and set aside for future allocation in accordance with a policy to be adopted by the Board of County Commissioners at a later date, which

policy shall, upon adoption, be attached and incorporated by reference herein.

14.0 ACCEPTANCE OF ENGINEERING PLANS

Except as provided herein, UCPW shall not accept any new engineering plans for Projects within the service area of the 6-Mile Collection System.

14.1 For Projects or phases or portions thereof identified in Exhibits 8-9 or for which the owner or developer has established Third Priority status pursuant to Subsection 12.1.4, UCPW will accept new engineering plans beginning on the Effective Date.

14.2 For all other Projects or phases or portions thereof in the service area of the 6-Mile Collection System, UCPW will resume accepting new engineering plans when UCPW believes with reasonable certainty that a significant amount of additional wastewater treatment capacity will become available within the service area.

Adopted this 17th day of September, 2007.

Exhibit 1
Twelve Mile and Crooked Creek
Contracted Capacity

TREATMENT FACILITY	PROJECT	# LOTS	GPD	TOTAL GPD
12 Mile Creek	Fieldstone Farms	489	139,365	253,416
	Cureton 2, 3, & 4	180	51,300	
	Cureton Retail	--	62,751	
Crooked Creek	Industrial Ventures	82	29,760	29,760
				283,176

Exhibit 2
Twelve Mile and Crooked Creek
Zero Flow Permits

TREATMENT FACILITY	PROJECT	PERMIT #	Lots	GPD	TOTAL GPD
12 Mile Creek	St. Johns Forest 4A	WQ0030316	46	13,110	231,135
	Tuscanny Phase 1A	WQ0029584	74	21,090	
	Tuscanny Phase 2A	WQ0029458	31	8,835	
	Briarcrest North Phase 1	WQ0029391	20	5,700	
	Briarcrest North Phase 2	WQ0029838	70	19,950	
	Sheridan Phase 1	WQ0029254	79	22,515	
	Sheridan Phase 2	WQ0030048	43	12,255	
	Chestnut Place	WQ0029610	13	3,705	
	Lawson Phase 2A	WQ0029757	50	14,250	
	Preserve @ Brookhaven	WQ0031172	13	3,705	
	Fairhaven Phase 1	WQ0029278	184	52,440	
	Wendover @ Curry Place	WQ0029218	51	14,535	
	Wadsworth Phase 2	WQ0029745	8	2,280	
	Deerstyne (Garmons Crossing)	WQ0030201	40	11,400	
	Twelve Oaks	WQ0030126	4	1,140	
	Wesley Chase (Laney Subdivision)	WQ0029433	12	3,420	
	Stonebridge Parcel 5	WQ0029976	23	6,555	
	Cureton Phase 3	WQ0029193	32	9,120	
Falcon Place	WQ0030099	18	5,130	231,135	
Crooked Creek	None	--	--	--	--

231,135

Exhibit 3
Twelve Mile and Crooked Creek
Denied Applications

TREATMENT FACILITY	PROJECT	Lots	GPD	TOTAL GPD
12 Mile Creek	Austin Village Phase 3	9	32,510	236,473
	Lowes of Waxhaw	9	46,415	
	Waxhaw Medical Center	2	2,400	
	CHS Cureton-Waxhaw	4	37,000	
	Lawson Phase 4	100	28,500	
	Tuscanny Phase 2B	34	9,690	
	Chestnut Oaks	7	1,995	
	Village Commons @ Wesley Chapel 2	3	13,993	
	Old Hickory Phase 6	26	9,360	
	Auto Bell Newtown Rd.	2	2,300	
	St. John's Forest, Phase 4B	49	13,965	
	Shannon Vista	1	2,720	
	Stonebridge Parcel 7 & 9	125	35,625	
	Crooked Creek	None	-	
				236,473



Exhibit 4

Michael F. Easley, Governor

William G. Ross Jr., Secretary
North Carolina Department of Environment and Natural Resources

Alan W. Klimek, P.E., Director
Division of Water Quality

March 22, 2007

Christie L. Putnam, P.E., Director
Union County Public Works
400 North Church Street
Monroe, NC 28112-4804

Subject: Project Return
Union County
Wastewater Collection System Extension
Union County

Dear Ms Putman:

This letter is in reference to the request for several non-discharge permits (sewer extensions) to serve the following projects received as listed in the table below are hereby returned. In accordance with North Carolina Administrative Code 15A 2T .0304 (b) the Division has determined that based on requested information provided in your March 13, 2007 letter the treatment system is not capable of accepting the additional waste represented in this permit applications. This is evidenced by flow limit violations that you have reported for the Twelve Mile Creek Wastewater Treatment plant (NC0085359). Further, this decision is based on sanitary sewer overflows at the influent structure of the Twelve Mile Creek WWTP and associated collection system despite the relatively dry weather. The increased flows that would be allowed by these permits, if granted, would serve only to worsen the frequency and severity of violations and could potentially lead to health and environmental impacts.

Project Name	Date Received	Project Type	Gallons	Project Number
Fieldstone Farms Subdivision	2/6/07	Modification	18,000	WQ0031192
Shannon Vista Subdivision	2/7/07	Modification	2,720	WQ0023478
Lawson, Phase 4 Subdivision	2/6/07	New	36,840	Not assigned
Lowe's of Waxhaw (Public)	2/2/07	New	32,375	Not assigned
Lowe's of Waxhaw (Private)	2/2/07	New	14,040	Not assigned
CHS Cureton-Waxhaw	2/2/07	New	37,000	Not assigned
Cureton, Phase I Subdivision	2/2/07	Modification	17,720	WQ0024444
Stonebridge Parcels 7&9	2/2/07	New	45,000	Not assigned
Stonebridge, Parcel 5 Subdivision	2/2/07	Modification	8,280	WQ0024788
Auto Bell Full Service Car Wash	2/1/07	New	2,300	Not assigned
Waxhaw Medical Center	2/1/07	New	2,400	Not assigned
Tuscany Phase IIB	1/31/07	New	12,240	Not assigned
Tuscany, Phase IIA	1/31/07	Modification	7,560	WQ029458
Wadsworth Subdivision Phase 2	1/30/07	Modification	2,880	WQ0029745
Chestnut Oaks	1/24/07	Modification	2,520	WQ0019104
Sheridan Subdivision-Phase 1	1/24/07	Modification	28,440	WQ0029254
Sheridan Subdivision-Phase 2	1/24/07	Modification	15,480	WQ0030048
Old Hickory Phase VI	1/24/07	New	9,360	Not assigned
Village Commons at	1/24/07	Modification	13,933	WQ0029454



Raleigh Regional Office
1628 Mail Service Center, Raleigh, NC 27699-1628

DENR Customer Service Center
An Equal Opportunity Action Employer

Internet <http://h2o.enr.state.nc.us/>
Telephone (919) 571-4700 Fax (919) 571-4718

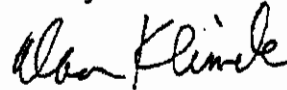
Telephone 1 800 623-7748
50% recycled/10% post-consumer paper

Wesley Chapel, Phase II				
Chestnut Place	1/24/07	New	4,680	WQ0029610
Wendover at Curry Place	1/24/07	New	18,360	WQ0029218
Fairhaven, Phase I	1/24/07	New	52,820	WQ0029278
St. John's Forest, Phase 4-B	1/19/07	New	17,640	Not assigned
St. John's Forest, Phase 4-A	1/19/07	Modification	16,560	WQ0030316
Lawson, Phase 4 Subdivision	1/16/07	New	36,000	Not assigned
Austin Village, Phase III	2/6/07	New	32,510	Not assigned

Please be advised that you may reapply for the wastewater collection system extension permit when the improvements to the Twelve Mile Creek Wastewater Treatment plant and associated collection system have been made and the system is no longer under moratorium and thus able to accept additional wastewater.

If you have any questions regarding this matter, please contact Matt Matthews, Point Source Branch Chief at (919) 733-5083, ext. 517.

Sincerely



Alan W. Klimek, P.E.

cc: Mooresville Regional Office
Matt Matthews, PSB
Central Files
PERCS Files

Exhibit 5
Twelve Mile and Crooked Creek
Public Schools

TREATMENT FACILITY	PROJECT	Lots	GPD	TOTAL GPD	
12 Mile Creek	MS/HS "C" Cuthbertson Rd.	2	38,400		
	ES "K" Rogers Road	1	9,600		
	ES "L" Cuthbertson Road	1	9,600		
	ES "M" Poplin/Unionville-IT Rd.	1	9,600		
	ES "N" Cox Road	1	9,600		
	ES "O" Mineral Springs	1	9,600		
	ES "P" Providence Rd.	1	9,600		
	ES "Q" Hemby Bridge	1	9,600		
	ES "R" Antioch Rd.	1	9,600		
	MS/HS "D" Hemby Bridge	2	38,400		
	MS/HS "E" Sanford Rd.	2	38,400		
	MS/HS "F" Kensington	2	38,400		230,400
	Crooked Creek	ES "J" Stallings	1		9,600
				240,000	

Exhibit 6
Twelve Mile and Crooked Creek
Government Facilities

TREATMENT FACILITY	PROJECT	Lots	GPD	TOTAL GPD
12 Mile Creek	EOC/E911	1	5,000	20,600
	SW Regional Library (Weddington)	1	5,000	
	Waxhaw Regional Library	1	5,000	
	Public Works Operations Center	1	5,000	
	Fire Station 18 (Waxhaw)	1	600	
Crooked Creek	None	-	--	--
				20,600

Exhibit 7
Twelve Mile and Crooked Creek
Third Priority Projects

NONRESIDENTIAL

TREATMENT FACILITY	PROJECT	Lots	GPD	TOTAL GPD
12 Mile Creek	Sun Valley Business Park	5	1,800	243,387
	Newtown Gardens	15	20,320	
	Newtown Market	4	2,076	
	Shoppes @ Wesley Chapel 2	5	7,191	
	Deerstyne Commons	1	30,000	
	Prov Rd Comm 061560056N	1	2,000	
	Gateway	--	120,000	
	Prescot Village	--	60,000	
Crooked Creek	Auto Bell, Indian Trail	1	735	87,893
	Auto Zone, Indian Trail	1	360	
	Sun Valley Marketplace (Lowe's)	--	50,000	
	Century Contractors Sewer Ext.	3	1,250	
	Indian Trail Town Center	48	30,268	
	Cahill	2	5,280	
				331,280

RESIDENTIAL

TREATMENT FACILITY	PROJECT	Lots	GPD	TOTAL GPD
12 Mile Creek	Jackson Station	154	43,890	1,152,825
	Brookhaven Phase 4	23	6,555	
	Potter Road	206	58,710	
	Bonterra	659	187,815	
	Village @ Sage Croft	474	135,090	
	Quintessa 2	115	32,775	
	Quintessa West	246	70,110	
	Secrest	915	260,775	
	Fairhaven Phase 2	176	50,160	
	Prescot Future	80	22,800	
	Longford Village	41	11,685	
	Grover Moore Place	50	14,250	
	Tuscanny 2B	98	27,930	
	Lawson Phase 4	304	86,640	
	Cureton	229	65,265	
	St. John's Forest, Phase 4B	25	7,125	
	St. John's Forest, Phase 4C	118	33,630	
	Chestnut Oaks	7	1,995	
	Stonebridge Parcel 1	68	19,380	
	Belshire	57	16,245	
Crooked Creek	Crooked Creek Estates	50	14,250	172,995
	Green Meadows 2nd Avenue	5	1,425	
	Indian Trail Town Center	552	157,320	
				1,325,820

Exhibit 8
Six Mile Creek
Contract Capacity

PROJECT	# LOTS	GPD	TOTAL GPD
Millbridge	1,045	198,550	198,550

**Exhibit 9
Six Mile Creek
Active Projects**

NONRESIDENTIAL

PROJECT	Lots	GPD	TOTAL GPD
Providence Rd Commercial	---	70,855	
Antioch Church/Wedd-Math Rd	--	40,740	
			111,595

RESIDENTIAL

PROJECT	Lots	GPD	TOTAL GPD
Ezzell Valley	103	19,570	
Providence Estates	40	7,600	
Antioch Church/Wedd-Math Rd	80	15,200	
Shadow Lake	48	9,120	
* The Woods	200	38,000	
* The Woods, Amenities	1	2,720	
* Cow Branch	47	8,930	
			101,140
			212,735

* See Section 12.1.6 regarding need for approval if receipt of capacity at 6-Mile requires construction of a new pump station.



OFFICE OF THE COMMISSIONERS AND MANAGER

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

AGENDA ITEM

8

**RESOLUTION CALLING SPECIAL REFERENDUM TO INCREASE THE
MEMBERSHIP OF THE UNION COUNTY BOARD OF COUNTY COMMISSIONERS**

MEETING DATE 7-19-10

WHEREAS, the Union County Governance Committee (the "Governance Committee") has spent a significant amount of time over the last year reviewing the composition of the Union County Board of Commissioners (the "Board") in order to make a recommendation as to whether any changes in the Board's composition should be made; and

WHEREAS, as a result of this review the Governance Committee made a recommendation to the Board at its June 21, 2010, meeting that the number of County Commissioners should be increased from five (5) to seven (7) members and that all seven members should be elected "at large" by all residents of the County; and

WHEREAS, the Board desires that the issue of increasing the number of County Commissioners from five to seven be placed on the ballot as a special referendum to be voted on by the citizens of the County; and

WHEREAS, in placing the issue of altering the composition of the Board the Board must comply with N.C. Gen. Stat. § 153A-60.

NOW, THEREFORE BE IT RESOLVED BY THE UNION COUNTY BOARD OF COMMISSIONERS that:

1. A special referendum be called on the adoption of the alteration to the structure of the Board and the following issue be placed on the ballot at the general election to be held on November 2, 2010 as follows:

"Shall the structure of the board of commissioners be altered to increase the number of commissioners from five (5) to seven (7)?"

_____ YES

_____ NO"

2. If the citizens of the County vote in favor of increasing the number of commissioners to seven (7), then during the 2012 general election cycle there shall be an election to fill four (4) county commissioner seats, with the other three seats filled by the incumbent county commissioners who shall serve out the remainder of their four year terms.

Adopted this the 19th day of July, 2010.

ATTEST:

Lynn G. West, Clerk to the Board

Kim Rogers, Chairwoman



Carolinus Medical Center Union

ITEM # 10
DATE 7-19-10

June 10, 2010

Al Greene, County Manager
500 North Main Street Room 921
Monroe, NC 28112

Dear Mr. Greene:

Attached is the presentation that we discussed earlier this week requesting the Board of County Commissioners' approval to add a second operating room to our Ambulatory Surgery Center (ASC), which is currently under development in Indian Trail.

The presentation goes into detail about this project, but in summary:

- We are requesting approval to spend \$1,113,124 to construct a second operating room which was awarded by the state to Union Health Services, LLC.
- Union Health Services, LLC is a subsidiary of CMC-Union that was created to run the ASC as a free standing ASC. We can offer a different fee schedule from our existing hospital based surgery fee schedule if it is licensed as free standing surgery center. The ASC will offer a lower fee schedule than the hospital.
- This second operating room would add approximately 1,000 square feet to the existing 9,000 square foot Ambulatory Surgery Center.
- The Ambulatory Surgery Center is located at our Union West Medical Plaza in Indian Trail behind the existing Medical Office Building on Highway 74.
- The Medical Plaza is being developed by Benderson, who owns the property, and it is being leased to The Charlotte Mecklenburg Hospital Authority (CMHA), who is sub-leasing the building to CMC-Union who is sub sub-leasing it to Union Health Services, LLC.
- CMHA, CMC-Union, Union Health Services LLC, are all paying the same cost per square foot.
- Strategically, the second operating room will have many benefits
 - It will allow for significant increase in efficiency and surgical volume growth.
 - It offers a cost effective and convenient outpatient surgery option for Union County residents.
 - It will create additional operating room capacity at CMC-Union by allowing some surgeons to move their surgeries from CMC-Union to the Ambulatory Surgery Center.
 - It further expands CMC-Union services in Western Union County.
 - This project is financially accretive and projects a net income of \$566K in Year 3.

This is an important project for CMC-Union as we look to further enhance health care in Union County. The Ambulatory Surgery Center will provide the first operating room outside of Monroe and will result in lower health care expenditures for Union County residents.

I would like to present this project for approval to the Board of County Commissioners at their June 21st meeting. Please let me know if you have any questions.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Lutes". The signature is written in a cursive style with a prominent initial "M".

Michael J. Lutes
President

10
7-19-10

Union West Ambulatory Surgery Center Addition of Second Operating Room

**Union County Board Of Commissioners
July 19, 2010**



Carolinan Medical Center
Union

Summary of Project

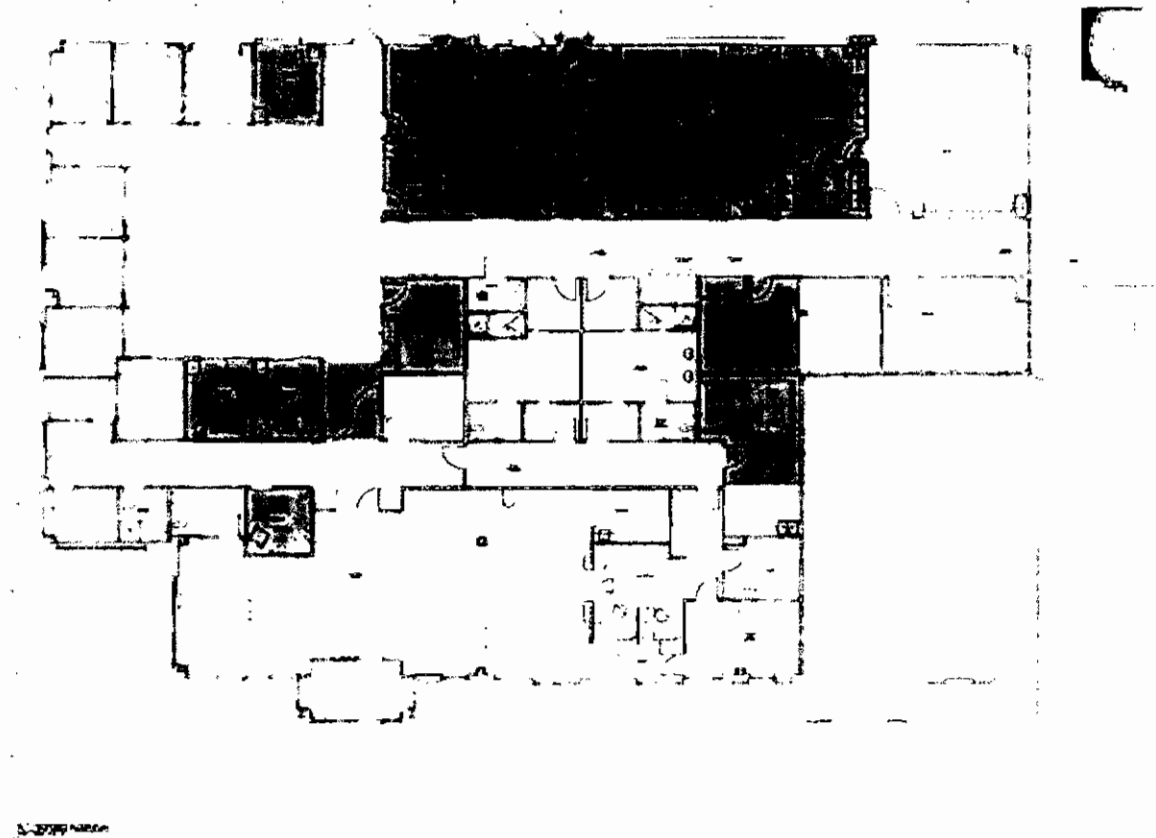
- Ambulatory Surgery Center (ASC) with one OR was approved by the BOCC on November 19, 2007 to be developed at Union West Medical Plaza, Indian Trail, NC on Highway 74.
- A second OR will be constructed as part of the current ASC construction project
- 1,008 square feet for second OR and support space will be added to the 9,000 square foot ASC



Property Details

- Union West Medical Plaza is being developed by Benderson Development. Benderson is one of the largest privately owned development companies in North America.
- The Charlotte Mecklenburg Hospital Authority (CMHA) is leasing the space for the ASC and sub-leasing it to CMC-Union and CMC-Union is sub sub-leasing it to Union Health Services, LLC. CMHA is sub-leasing it to CMC-Union for the same cost/sq foot that CMHA is leasing it from Benderson. The same is true for the transaction between CMC-Union and Union Health Services, LLC.
- The CMHA lease with Benderson expires in 2024 and the CMC-Union and Union Health Services, LLC leases expire on August 26, 2020.

Architectural Drawing of ASC



Timeline

- The 2009 NC State Medical Facilities Plan determined a need for one additional licensed OR in Union County
- Union Health Services, LLC, a subsidiary of CMC-Union, CMC-Union and CMHA filed a CON on March 16, 2009. The OR was awarded to us in March 2010.
- Estimated opening is December 2010



Strategic Benefit

- Allows for significant increase in efficiency at the ASC due to the availability of two ORs versus a single OR surgery center
- Increases outpatient surgical volume through offering a cost effective and convenient outpatient surgery option for Union County citizens (especially those on the western side)
- Allows for medically appropriate outpatient cases to be done outside of a very busy hospital surgical department and increases operating room capacity by 14%



Utilization

Volume Projections (Cases) (combined 2-Room ASC)	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
	2,186	2,337	2,494

Medically appropriate outpatient cases based on patient condition and type of case are expected to be performed by the following medical specialties:

ENT	Gynecology	Orthopedics	Podiatry
General Surgery	Ophthalmology	Plastic Surgery	Urology

While it is expected that many of the cases will be from existing surgeons on our staff, another goal is to grow surgical volume through utilization of the ASC by other surgeons in the service area that currently do not operate at CMC-Union.



Financial Pro-Forma

Net Income	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
Combined two-room ASC	\$146,800	\$346,400	\$566,142
If we only ran it as a one-room ASC	(\$441,000)	\$102,000	\$345,000



Current Situation

- The general contractor began up-fitting the previously approved one-room ASC in shell space in the Phase II building at Union West Medical Plaza.
- The one-room ASC was planned to be open by now and the cost to upfit the second OR was planned as a separate project. However, by combining these into one project, \$96,500 construction cost savings will be realized.
- If the second OR is added after the Ambulatory Surgery Center is operational, additional construction costs will be incurred, as well as potential disruption/closure of the ASC for a period of time, with potential \$112,000 in lost revenue.



Cost of Project

The capital cost for the second operating room at the Union West ASC is **\$1,016,624**.

Construction Cost	\$586,300
Medical Equipment – fixed	\$ 91,520
Medical Equipment – movable	\$246,104
Other Equipment	\$ 27,200
Architecture/Engineering Fees	<u>\$ 65,500</u>
Total project cost	\$1,016,624
Approved CON Amount	\$1,113,124
Savings	(\$96,500)



Request Approval

- Request the Board of County Commissioners to approve a capital expenditure not to exceed \$1,113,124 to add a second operating room at the Union West ASC.



AGENDA ITEM # 11
MEETING DATE 7-19-10

From: "Lynda Paxton" <LPaxton@carolina.rr.com>
To: "Rick Becker" <msncmayor@yahoo.com>, "Nancy Anderson" <mayoranderson@townofweddington.com>, "Kendall Spence" <Kendall.spence@lakeparknc.com>, "John Ciaramella" <johnciaramella@marvinnc.org>, "Frank Deese" <fdeese@gmail.com>, "Duane Gardner" <mayor@waxhaw.com>, "Bobby Kilgore" <bkilgore@monroenc.org>, "Bill Braswell" <bgbraswell@hotmail.com>, <bradhovath@windstream.net>, <eliza58long1@verizon.net>, "John Quinn" <jjquinn53@yahoo.com>
cc: "Kim Rogers" <kimrogers@carolina.rr.com>, "tracy kuehler" <cjdozer@yahoo.com>, <allanbaucom@co.union.nc.us>, <lannyopenshaw@co.union.nc.us>, <parker mills@co.union.nc.us>, <AlGreene@co.union.nc.us>

Date: Tuesday, July 13, 2010 05:35PM

Subject: Sewer Allocation Proposal

History: ✦ This message has been replied to.

Hello Mayors,

As you are all aware, water and sewer capacity is currently very limited in our county and will be continue to be limited for the foreseeable future. Thus, the equitable distribution of remaining capacity is critical to municipalities who have projects in the queue or who are interested in attracting new projects. In an effort to expedite a fair process for allocating the remaining capacity, Libby Long, Rick Becker and I collaborated to develop a proposal for a contractual agreement with the county and our towns. The contract is flexible and allows for participation of any additional municipalities who are interested in such an arrangement. We presented the proposal to our respective boards within the last 5-6 days and received unanimous endorsement from each to proceed with a presentation of the request and proposal to the County Board of Commissioners. While we realize that there will be need for development of a formula incorporating multiple factors to have a truly equitable process for future allocations, our initial effort was to make a simple division of the available capacity equally among the 13 towns. If it is determined that some towns have no interest, that share could be reallocated among those who choose to be part of the agreement. I've attached the draft resolution and contract for your review. I emphasize that it is a draft to present the concept, knowing that there may be considerable revision and refinement of terms after the commissioners and their legal counsel have input.

Giving municipalities more control in the decision making process for water and sewer allocations will benefit the county and the individual towns and contribute to more discriminating development decisions consistent with land use plans and development goals. If this is a concept you and your boards support, I hope you will communicate with the commissioners to support our request.

Lynda Paxton,
Mayor of Stallings

Attachments:

Interlocal Wastewater
Treatment Agreement #2.doc

Sewer Contract Goals.doc

Resolution in support of An
Inter.doc

Report of Sewer Capacity Discussions

Background Information:

January 4, 2010 decision by BOCC to substitute the Eastside Wastewater Collection System Project for available EPA funding in lieu of 9 projects originally noted in application

Protest from Stallings and Fairview

Apparent effect of the above decision would be to route all of remaining sewer capacity to Wingate from the Monroe contract. Stallings adopted a resolution requesting equitable distribution of sewer on January 11 and asked for rescission of decision on January 4.

- a resolution requesting policy for equitable distribution of sewer capacity
- construction of infrastructure to allow access to capacity from Monroe
- prioritize projects for most immediate return on investment
- evaluate and prioritize system maintenance needs to maximize usable capacity in existing lines

Collaboration of Stallings, Fairview, and Mineral Springs

Several meetings of the 3 mayors over last 3-4 months to develop a proposal for an Inter-local Agreement between County and towns with some consultation with Commissioner Openshaw to clarify information.

Contract Goals:

- To secure an equitable portion of the unallocated sewer capacity from Monroe for our towns through a binding contractual agreement modeled after Centex, GSI (Cureton), and Town of Wingate contracts
- To get commitment from the BOCC to expedite the construction of the line from the Poplin Road station to Monroe. In our joint meeting with council and Commissioners March 22, Commissioner Openshaw described this as a viable option and noted that it was already in the County's CIP
- To create additional capacity within the Catawba Basin for use in Mineral Springs by freeing up capacity from Stallings in the interbasin transfer
- To influence policy development for future allocation of sewer to include equitable allocations to individual municipalities according to a weighted formula incorporating land mass, population, ratio of commercial to residential, or other factors mutually agreed upon.

Rationale:

- Water and Sewer can no longer be treated as an unlimited resource
- Municipalities need to make discriminating decisions about water and sewer allocations based on priorities relative to the land use plans and development goals for their individual towns

- In the absence of any municipal authority and participation in decisions for allocation, the responsibility is passed to the county without adequate supporting information or recommendations (most boards don't even ask about capacity needs or availability in the permitting process)
- First Come, First Serve policy leads to growth patterns inconsistent with town and county goals
- A Formal Contract would prevent changes based on political whims of changing staff or board members

Positive Models:

Knightdale, NC

Development projects are evaluated according to a point system where credit is earned for job creation, increased commercial tax base, incorporation of green building techniques, etc.

Lancaster County, SC

The county retains the responsibility for construction and maintenance of water and sewer infrastructure, but the Developer policy utilizes capacity fees to recover the cost of infrastructure, thus placing the costs of development on the new users rather than existing customers. The staff reports the system works very well after 10 years of implementation.

The Contract

- Currently includes only three towns but inclusive structure can incorporate other towns desiring commercial growth
- Requested capacity is based on simple division of 600 gallons per day of unallocated capacity among 13 municipalities without regard for formulas not yet developed.
- Promise of binder fee as consideration from municipalities to secure the contract in the amount of \$10,000 (?)

Discussions with BOCC board members suggest majority agree with concept of giving municipalities the responsibility and control of allocations within their towns

Details of proposal will likely be tweaked further and submitted to legal review

Request for revision and approval by October

Interlocal Wastewater Treatment Agreement

This agreement is made this ____ day of August, 2010 by and between the Town of Stallings, the Town of Fairview, the Town of Mineral Springs, and Union County, North Carolina, hereafter referred to as the "Parties,"

Whereas, Union County owns, operates, and maintains a wastewater utility system that serves Union County, including portions of Marshville, Wingate, Waxhaw, Weddington, Indian Trail, Hemby Bridge, Mineral Springs, Marvin, Wesley Chapel, Unionville, Fairview, Lake Park, and Stallings, and

Whereas Union County's rapid residential growth in recent years has strained existing facilities and there is limited remaining sewer capacity, and

Whereas Union County has approximately 600,000 Gallons Per Day of unallocated capacity through a contractual agreement with the City of Monroe and the contracted capacity from Monroe represents all or nearly all of the capacity that will be available for future development for years to come; however, this available capacity cannot be fully utilized due to a lack of infrastructure in the northern areas to carry wastewater to the plant, and

Whereas Union County policy documents and the county's sewer master plan acknowledge the need for wastewater services in the northern region to allow commercial and industrial growth which is a priority goal to increase the county tax base and minimize the impact of development on the public schools, and

Whereas County Sewer Policy states the intention to allocate its limited wastewater treatment capacity in a fair, rational, and lawful manner, and

Whereas, the respective legislative bodies of the Parties have determined that joint actions and cooperation among the Parties to meet their respective needs are in their best interests, will benefit their respective citizens, and will help protect the water quality of both the Yadkin and Catawba Basins, and

Whereas, such legislative bodies having authorized their respective Mayors and/or Board Chairpersons to sign this Agreement;

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

Section I: Definitions

These words and phrases shall have the following meanings

A. Agreement. This Inter-local Wastewater Agreement.

B. Effective date of this Agreement. The date on which this Agreement is fully executed by all of the Parties.

C. Consent of a Party or Parties. Whenever consent of a Party is required under this Agreement, a majority vote of the Party's governing body shall be necessary for that Party to give its consent. Whenever this Agreement requires the consent of the Parties, all of the Parties must give their consent before the proposed action can be undertaken.

D. Party or Parties. "Party" means one of the municipalities signing this Agreement. "Parties" means the three municipalities and Union County who are signing this Agreement, collectively.

E. Age-qualified residential community means a lifestyle or retirement community where ownership is targeted to adults aged 50 or older.

Section II: Recitals

1. Union County will begin construction of sewer trunk lines from the Poplin Road Pump Station to the Monroe Wastewater Treatment Facility and connector trunk lines as needed for the three municipal parties by January 1, 2011 with a completion date not to exceed 12 months. Upon execution of this Agreement, sewer capacity will be reserved for the parties according to the units as follows:

Town of Stallings	50,000 GPD
Town of Fairview	50,000 GPD

Current allocations for water and sewer from the Catawba Basin for the Town of Stallings will be redirected to the Yadkin Basin via the Poplin Road Station. The freed up capacity from the aforementioned action will be reallocated to the Town of Mineral Springs in the same volume. The Town of Fairview does not currently have sewer capacity thus, all new capacity allocated for Fairview will be subject to the terms of this agreement.

2. The parties understand and agree that the privilege of accessing limited sewer resources demands responsible planning and accountability for development decisions. The sewer capacity allocated through this agreement shall be solely utilized for commercial, industrial, age 50+ qualified residential, and mixed use projects which demonstrate a minimum ratio of 1000 square feet of retail or business use for each residential unit included in the project.

3. Each of the municipal Parties shall offer consideration to Union County upon execution of this Agreement in the sum of \$10,000 as a binder for the contract.

4. The agreed upon sewer allocations and reservations are based upon an equal share for each of the county's 13 municipalities, (Monroe which has an independent sewer system excluded.) In the event that any municipality declines the opportunity to participate in the agreement through amendment and contract, that municipal share of capacity shall be reallocated equally to the other parties.

Section III: Contract Period, Amendments and Termination

1. This Agreement shall continue in force for a period of 10 years from the date of the fully executed contract. Upon the expiration of the original term, this Agreement may be renewed for additional terms of at least five (5) years each upon the written consent of all the Parties.

2. If a municipality wishes to terminate its participation in the Agreement , it must give at least two (2) years' written notice to the other Parties, and such notice shall contain the reason for such termination.

3. This Agreement constitutes the entire Agreement of the Parties. It may be amended only by the written consent of all of the Parties, with each Party executing and acknowledging the document containing the amendment through its duly authorized representative.

4. No Party may assign or transfer its rights and interests in this Agreement to another entity without the prior written consent of all of the other Parties. This Agreement may be amended to include other municipalities who desire to reserve capacity consistent with the terms of the Agreement. Parties may not deny participation of another municipality who by written agreement and amendment agrees to comply with all terms of the Agreement.

Section IV: Authority to Contract

1. This Agreement shall be governed by the laws of the State of North Carolina

2. Each Party represents and warrants that (a) this Agreement has been presented to its governing body; (b) its governing body has approved this Agreement by a majority vote of the full possible voting strength of that governing body; and (c) if required, all steps by way of public hearings or otherwise have been taken by the time of execution of this Agreement. Resolutions of each governing body approving this Agreement are attached to this Agreement as Exhibit A.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and sealed with their corporate seals on the day(s) and year set forth below.

Lynda M. Paxton, Mayor
Town of Stallings

Date

Elizabeth Long, Mayor
Town of Fairview

Date

Frederick Becker, Mayor
Town of Mineral Springs

Date

Kimberly Rogers, Chairwoman
Union County Board of Commissioners

Date

Resolution in Support of An Inter-local Wastewater Reservation Agreement

WHEREAS, Union County owns, operates, and maintains a wastewater utility system that serves Union County, including portions of Marshville, Wingate, Waxhaw, Weddington, Indian Trail, Hemby Bridge, Mineral Springs, Marvin, Wesley Chapel, Unionville, Fairview, Lake Park, and Stallings, and

WHEREAS, Union County's rapid residential growth in recent years has strained existing facilities and there is limited remaining sewer capacity, and

WHEREAS, Union County has approximately 600,000 Gallons Per Day of unallocated capacity through a contractual agreement with the City of Monroe and the contracted capacity from Monroe represents all or nearly all of the capacity that will be available for future development for years to come; however, this available capacity cannot be fully utilized due to a lack of infrastructure in the northern areas to carry wastewater to the plant, and

WHEREAS, Union County policy documents and the county's sewer master plan acknowledge the need for wastewater services in the northern region to allow commercial and industrial growth which is a priority goal to increase the county tax base and minimize the impact of development on the public schools, and

WHEREAS, County Sewer Policy states the intention to allocate its limited wastewater treatment capacity in a fair, rational, and lawful manner, and

WHEREAS, Union County has established a precedent for contractual agreements with developers and individual municipalities to reserve wastewater treatment capacity, and

WHEREAS, joint action and cooperation among the county's 14 municipalities is deemed to be in their best interests, will benefit their respective citizens, and will help protect the water quality of both the Yadkin and Catawba Basins,

THEREFORE IT IS RESOLVED, that the Town Council of the Town of Stallings supports the Interlocal Wastewater Treatment Agreement proposed by the Towns of Stallings, Fairview, and Mineral Springs, authorizes the mayor to enter into the contract on behalf of the town, and requests that the Union County Board of Commissioners act promptly to implement the Agreement.

Signed this _____ day of July, 2010.

Lynda M. Paxton, Mayor

Attest : _____
Melanie Cox, Town Attorney

From: R Catherine <RCatherine@carolina.rr.com>
To: algreene@co.union.nc.us
Date: Tuesday, July 13, 2010 03:50PM
Subject: Union County Resolution

AGENDA ITEM

12

MEETING DATE 7-19-10

History: ↩ This message has been replied to and forwarded.

Mr. Greene,

Thank you for your help with my request to be added to the agenda for July 19th.

My organization will be requesting that the Union County Board of Commissioners join a number of other counties and towns across North Carolina and pass a resolution requesting the state to implement the new EPA rules passed in October, 2009, two years earlier than the latest mandated compliance date of October 6, 2014. The new EPA rules drastically reduce the levels of pollution currently allowed to be emitted by medical waste incinerators, as the old levels were deemed unsafe.

Residents of both Union and Mecklenburg Counties have been adversely affected by this incinerator for decades. At a public hearing on the permit renewal for this facility in February of this year, residents packed the hearing room and with the exception of representatives of the facility, all speakers spoke out against the permit renewal of this incinerator. BMWNC has been sighted repeatedly and fined for violations and excessive emissions, and has also been closed down several times due to problems.

The cancer rates in neighborhoods closest to the incinerator are extremely high, and my organization will begin a "cancer count" in September of this year to begin to document the numbers. We will also be conducting our own air and soil tests in the area to be gathered and tested by EPA approved methods and in EPA approved labs. We will be submitting this information to the state and federal government.

What we are asking is simply to enact the new rules sooner, rather than later, in an attempt to help protect area residents from more contamination and pollution emitted at levels already considered unsafe. Stallings and a number of other communities in Union County are directly impacted by this incinerator.

Mecklenburg County and a number of other counties, cities and towns across the state have already submitted very similar resolutions, asking the state to require compliance by the end of 2012. The technology is available and the time is adequate for the company to implement by this date. We feel that taking as long as possible is unacceptable to the health and safety of those most directly impacted by this facility.


Counties and towns that have passed the resolution are:

Mecklenburg County
 Orange County
 Chatham County

The Towns of Carrboro, Hillsborough, Mebane, Haw River, Chapel Hill, Green Level. Other towns who are likely to pass include Matthews, Burlington, Greensboro and Pineville.

Thank you for your assistance with this.

Catherine Mitchell
Citizens for a Healthy Environment
PO Box 2268
Matthews, NC 28106
704-545-4817

 Sample Union County Resolution .doc	Type: application/msword Name: Sample Union County Resolution .doc
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UNION COUNTY, STATE OF NORTH CAROLINA

A RESOLUTION REQUESTING THE ADOPTION OF STATE RULES
REQUIRING EARLY IMPLEMENTATION OF FEDERAL STANDARDS FOR
HOSPITAL, MEDICAL AND INFECTIOUS WASTE INCINERATORS

WHEREAS, on October 6, 2009 the United States Environmental Protection Agency ("USEPA") adopted federal regulations in 40 CFR 60 Subpart Ce, entitled "Emission Guidelines and Compliance Times for Hospital/Medical/Infectious Waste Incinerators" for existing medical waste incinerators ("new federal standards"); and

WHEREAS, the new federal standards establish lower emission rates and additional operating conditions than existing state and prior federal regulation; and

WHEREAS, the new federal standards require states to promulgate new state rules that will require existing medical waste incinerators to comply with the new federal standards no later than October 6, 2014 and to obtain USEPA approval of the new state rules within two years after October 6, 2009; and

WHEREAS, a public hearing was held in Mecklenburg County on February 11, 2010 for the "Title V" permit renewal for medical waste incinerator BMWNC, Inc. operating in Matthews, NC, with a public comment period extending to April 1, 2010; and

WHEREAS, concerned residents of nearby neighborhoods and communities unanimously expressed concern over continued dangerous emission levels from the BMWNC incinerator, with the potential for serious and sustained health impacts to their communities, and asked their local regulatory agency and local and state governments to intercede on their behalf; and

WHEREAS, the timing of this permit renewal is such that renewal will occur prior to implementation of the new USEPA rules by the North Carolina Environmental Management Commission; and

WHEREAS, public concerns regarding medical waste incineration have been recently expressed by other local governments, specifically Mecklenburg County, the Town of Matthews, the Town

of Stallings, Orange County, Chatham County, the Town of Carrboro, the Town of Chapel Hill, the Town of Haw River, the City of Mebane, and the Town of Hillsborough; members of the public; parents with children; the elderly; and environmental groups; and

WHEREAS, the USEPA's action effectively provided notice that emission rates and other requirements would change; and

WHEREAS, a three-year advance notice period for compliance would be consistent with USEPA's approach in regulating existing affected sources under the Maximum Available Control Technology (MACT) program; and

WHEREAS, since the North Carolina Division of Air Quality has already initiated the rulemaking process to incorporate the new federal standards into the North Carolina rules, it would be more efficient for the State to adopt a statewide rule as required by USEPA and pursue statewide implementation of the new federal standards.

NOW, THEREFORE BE IT RESOLVED BY UNION COUNTY, NC:

Section 1. Union County, NC respectfully requests that the N.C. Environmental Management Commission adopt State rules implementing the October 6, 2009 federal guidelines (40 CFE 60 subpart Ce Emission Guidelines and Compliance Times for Hospital/ Medical/ Infectious Waste Incinerators), with an effective compliance date for existing medical waste incinerators of no later than October 6, 2012 to include new operating conditions, completing modifications, beginning operations and demonstrating compliance by stack test by that date.

Section 2. This resolution shall become effective upon adoption.

The following resolution having been submitted to a vote received the following vote and was duly adopted this _____ day of _____, 2010:

Ayes:

Noes:

Absent or Excused:

PROFESSIONAL SERVICES CONTRACT

AGENDA ITEM

136

MEETING DATE 7-19-10

1. Parties to the Contract:

THIS PROFESSIONAL SERVICES CONTRACT (hereinafter referred to as the "Contract"), by and between Union County, a political subdivision of the State of North Carolina (hereinafter referred to as "Union County"), acting through the Union County Manager (hereinafter referred to as "the Client") and Safer Communities Ministry (SCM), Inc., a North Carolina corporation, (hereinafter referred to as "the Contractor"), is entered into as of the 1st day of July 2010. Services under this Contract shall commence on July 1st, 2010, and shall continue in accordance with Section 26.1.

WITNESSETH:

WHEREAS, Union County desires to change criminal behavior by providing educational and rehabilitative programs to inmates in the formal custody of the Sheriff of Union County and to offer follow up services and progress tracking to inmates released from custody.

WHEREAS, the Client desires to provide oversight and act as liaison between Union County and the Contractor.

WHEREAS, SCM is in the business of providing life changing program services to prisoners, ex-offenders, and their families and desires to provide such services for Union County under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

2. Assignment:

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.

3. Effective Period:

This contract is effective July 1, 2010 and terminates on June 30, 2011.

4. Subcontracting:

The Contractor shall not subcontract any of the work contemplated under this Contract without prior written approval from Union County. Any approved subcontract shall be subject to all conditions of this Contract. The Contractor shall be responsible for the performance of any subcontractor. Union County shall not be responsible to pay for any work performed by unapproved subcontractors.

5. Independent Contractor:

The Contractor is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be

performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such employees shall not be employees of, or have any individual contractual relationship with Union County.

6. Key Personnel:

The Contractor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by Union County. The individual designated as key personnel for purposes of this Contract is Alfred Lewis, Jr. as Executive Director.

7. Indemnity:

The Contractor agrees to indemnify and hold harmless the State of North Carolina, Union County, the Union County Sheriff, County Commissioners, any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract. Additional indemnity requirements are as stated in Exhibit C.

8. Beneficiary:

Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to Union County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of Union County and Contractor that any such person or entity, other than Union County or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

9. Administrators for the Contract:

The persons named below shall be administrators for the respective parties and shall be the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. Either party may change its administrator or its address or its telephone number by written notice to the other party.

Al Lewis, Jr., Executive Director, SCM 704-283-3573

Al Greene, Union County Manager 704-292-2625

10. Choice of Law:

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The

Contractor, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the only venue for any legal proceedings shall be Union County, North Carolina. The place of this Contract, and all transactions, agreements relating to it, and their situs and forum, shall be Union County, North Carolina, where all

matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

11. Standards of Work

Contractor agrees to perform all work required by this Contract in accordance with all legal and contractual requirements, and with that degree of skill exercised under similar circumstances by reputable professionals with state-wide reputations for providing the types of services contemplated by this Contract.

12. Representations and Warranties of Contractor:

In consideration of mutual promises and obligations of the parties, Contractor hereby represents and warrants as follows:

- A. It has the staff, subcontractors, facilities and expertise to perform the services described herein competently and in the manner prescribed within the timeframes described herein.
- B. Neither the execution of this Contract nor the performance of the activities on behalf of Union County conflict with any other contractual obligations of the Contractor, nor shall any such other contractual obligations or the Contractor's organizational documents prevent or interfere with the ability of the Contractor to enter into this Contract or perform the services contemplated thereby.
- C. It shall accept such engagement and agree to render such services to the best of its ability.
- D. It agrees to make available all records, including without limitation general and subsidiary ledgers, reports, vouchers, books, program documentation, correspondence, or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of Union County, the North Carolina Office of the State Auditor and applicable Federal agencies. The Contractor agrees that Union County or its agent may have the right to audit the records of the Contractor pertaining to this Contract both during performance and after completion. In the event any such audit concludes that funds provided pursuant to this Agreement have been expended in a manner inconsistent with the provisions of this Agreement, then the Contractor agrees to refund to Union County any such funds so expended.
- E. It agrees to submit to Union County, through the Client, quarterly reports documenting program activities.
- F. It agrees to attend scheduled meetings with Union County as requested.

13. Scope of Work:

The Contractor will conduct seven seven-week Life Skills classes inside the Union County Jail. SCM will teach inmates the process of recovery from addictions, character development, anger and stress management, job preparation, budgeting, parenting and

marriage skills, disease prevention, and healthy emotional and mental management. Services shall be provided in accordance with the Scope of Services, attached and incorporated herein by reference as Exhibit A, and the Life Skills Curriculum, attached and incorporated herein by reference as Exhibit B.

Where possible staff will maintain contact with graduates into the community and conduct ex-offender follow up mentoring. In April 2006 SCM initiated the Second Chance Re-Entry Network (SCREEN) Project. SCREEN has three goals:

Goal # 1: To recruit transitioning inmates or ex-offenders into SCREEN for supportive services over the 2010-2011 program years.

Goal #2: To establish a full continuum network of service providers including partner program sites which address factors and mind-sets that decrease recidivism.

Goal #3: To establish collaborative volunteer recruitment/training that equips partner volunteers to work with transitioning inmates or ex-offenders.

The scope is to network with partners in Union County. Through SCREEN SCM fulfills its vision and mission of mobilizing its partner organizations to be more effective as they assist inmates, ex-offenders, and their families' transition successfully back into society. The advantage of SCREEN to Union County is its ability to coordinate the citizens' volunteer base and community resources in conjunction with the government and community systems in a county-wide strategy. (See Appendix – 28 current partners.)

14. Payment for Services:

The total payment from Union County to the Contractor for provision of Services under this Contract shall not exceed \$67,260.00. SCM agrees to provide:

• A Life Skills Teacher 20 hrs /wk.	\$1,170 a month
• An Administrative Assistant 8 hrs /wk.	\$ 500 a month
• An Executive Director (Al Lewis, Jr.) 40 hrs /wk.	\$3,045 a month
• Supplies and Overhead	\$ 670 a month
• Insurance	\$ 220 a month
• For a total monthly payment of	\$5,605 a month

The Executive Director's main responsibility is to provide leadership and oversight for the Life Skills program inside the Union County Jail and for the Second Chance RE-Entry Network (SCREEN) in the community. Other responsibilities include: teaching, research, project development and implementation, individual participant case management, volunteer mobilization and training, community resource utilization, recruitment and training of collaborating partners, reporting to county officials and stakeholders, recruiting of employers, and management of administrative staff.

Union County has the authority to withhold payment if the Contractor fails to make significant progress toward providing the services as defined in Section 14, or if the quality of services provided fails to meet Union County standards and expectations for any reason, or if the Contractor fails to submit required reports or other required deliverables.

15. Payment Schedule:

The Contractor will invoice Union County by the 5th day of each month for services incurred during the previous month, based on one-twelfth of the contract amount \$5605 per month). Payment to the Contractor will be made within 30 days of receipt of invoice. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

16. Entire Agreement:

This Contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.

17. Survival of Promises:

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

18. Liabilities and Legal Obligations:

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, including fiscal responsibility for deviation from this Contract.

19. Conflict of Interest:

The Contractor expressly states that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor shall not employ any person having such interest during the performance of this Contract. The Contractor further agrees to notify Union County in writing of any instances that might have the appearance of a conflict of interest.

20. Confidentiality of Program Participant Information:

Inmate and ex-offender participants' information obtained in the performance of this Contract is confidential and shall remain the property of SCM. Access to confidential information that identifies specific participants or families will be provided by the Contractor to Union County upon request in order to prove the accuracy of the Contractor's timely reports.

21. Copyrights and Distribution of Material:

All materials are the property of the Contractor.

22. Compliance with Laws:

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

23. Equal Employment Opportunity:

The Contractor shall comply with all federal and state laws relating to equal employment opportunity.

24. Amendment:

This Contract may not be amended orally or by performance. Any amendment must be in written form and executed by duly authorized representatives of Union County and the Contractor.

25. Suspension:

This Contract may be suspended in whole or in part upon 30 days written notice, to the Contract Administrator noted in Section 9, by Union County if the Contractor has materially failed to comply with the terms and conditions of the Contract, including all attachments and amendments.

After receipt of a notice of suspension and except as otherwise directed by Union County, the Contractor shall immediately cease work under the Contract on the date and to the extent specified in the notice of suspension, and take all reasonable steps to minimize the incurring of costs allocated to the portion of the Contract and services covered by the Contract by such suspension.

Suspension shall remain in effect until:

- A. the Contractor has taken corrective action as approved by the Contract Administrator;
or
- B. the Contractor has given written assurances satisfactory to the Contract Administrator that corrective action will be taken; or
- C. the Contract is terminated by either party or by mutual consent of both parties.

26.1 Term: This Contract shall commence at 12:01 am on July 1, 2010. The term of this Contract shall be through 11:59 pm on June 30, 2011.

26.2 Termination:

This Contract may be terminated in whole or in part at any time:

- A. by either party, immediately for cause, upon written notice to the other party's Contract Administrator as noted in Section 9 delivered by certified mail with return receipt requested, or in person; or
- B. by either party without cause, upon at least thirty (30) days notice in writing to the other party's Contract Administrator as noted in Section 9, delivered by certified mail with return receipt requested, or in person; or
- C. by mutual consent of both parties.

After receipt of a notice of termination and except as otherwise directed by Union County, the Contractor shall cease work under the Contract on the date and to the extent specified in the notice of termination. In the event of termination in part, both parties shall continue the performance of this Contract to the extent not terminated. If the Contract is terminated as provided herein, the Contractor will be paid for services actually delivered through the termination date.

27. Waiver of Default:

Waiver by Union County of any default or breach in compliance with the terms of this Contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of the Contract unless stated to be such in writing, signed by an authorized representative of Union County and the Contractor and attached to the Contract.

28. Time of the Essence:

Time is of the essence in the performance of this Contract.

29. Severability:

In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

30. Originals:

In witness whereof, the Contractor and Union County have caused this Contract to be executed by their duly authorized representatives as of the dates set forth below and in duplicate originals, one of which is retained by each of the parties.

31. Signature Warranty:

Each individual signing below warrants that he or she is duly authorized by the party to sign this Contract and to bind the party to the terms and conditions of this Contract.

32. Force Majeure:

Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, hurricane, explosion, war, strike, labor action, terrorism, embargo, riot, civil or military authority, act of God, acts of omissions of carriers or other similar causes beyond its control.

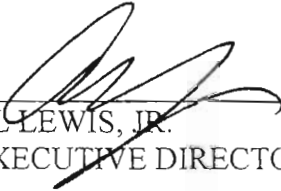
33. Insurance:

The attached insurance addendum is incorporated herein by reference as Exhibit C.

UNION COUNTY

SAFER COMMUNITIES MINISTRY, INC.

By: _____
AL GREENE
UNION COUNTY MANAGER

By:  _____
AL LEWIS, JR.
EXECUTIVE DIRECTOR SCM

ATTEST:

ATTEST:

By: _____
Lynn G. West
Clerk to the Board


By:  _____
Don Rhodes
Treasurer of the Board of SCM

Exhibit A



Rev. Al Lewis, Jr.
 PO Box 556, Monroe, NC 28111
Al.Lewis@MySaferCommunities.org
www.MySaferCommunities.org
 704-400-4560

Scope of Services

Safer Communities Ministry' Life Skills Program is conducted inside the Union County Jail. The seven week program is taught five days a week for a minimum of 20 hours each week. The program educates and challenges men to live an improved life in several areas. (See attached curriculum). After three weeks in the Life Skills class, all participants are enrolled in the Second Chance Re-Entry Network (SCREEN). The SCREEN Project follows the Life Skills participants out into the community.

The SCREEN Project has a four point case management program for transitioning inmates and ex-offenders. While first addressing presenting needs, a total person, case management approach is applied where possible, depending upon resources. The case management program has four objectives: (1) "get the picture" of what is going on in multiple areas. These life areas may include: jobs /career; education /training; social services; substance abuse; financial management; spiritual life; significant human relationships (2) make a plan by setting goals in life areas (3) put in place a team of community support people and resources to help accomplish the goals; volunteers and collaborating partners have been recruited and trained to provide services. (4) support progress with reports on file with the Union County Jail Lieutenant.

	Ending	9/30/10	12/31/10	3/31/11	6/30/11	6/30/11
Objectives inside Union Jail	1st Q.	2nd Q.	3rd Q.	4th Q.	YTD	
LS newly enrolled in Q.	11	15	15	15	56	
Total LS enrolled in SCREEN in Q.	16	15	15	15	60	
LS graduates – full 7 wks.	7	9	7	7	30	
Objectives outside in the County						
SCREEN ex-offender follow-up class in community	10 mo.	10 mo.	10 mo.	10 mo.		
LS ex-offenders enrolled in SCREEN	6	6	6	5	23	
Other ex-offenders enrolled in SCREEN	2	2	2	1	7	
<i>Total ex-offenders enrolled in SCREEN (2010-2011)</i>	8	8	8	6	30	
Ex-offenders employed	4	5	5	4	18	
Ex-offenders returning to jail	1	1	1	1	4	

Exhibit B



Rev. Al Lewis, Jr.

PO Box 556, Monroe, NC 28111

Al.Lewis@MySaferCommunities.org

www.MySaferCommunities.org

704-400-4560

7 WEEK Union County Jail LIFE SKILLS CURRICULUM

- WEEK I Boundaries/Who Am I/Health & Hygiene
- A. Boundaries of Program
 - B. Where have I been / Where am I going
 - C. Disease Prevention
- WEEK II Road to Recovery
- A. The Process of Recovery
 - B. Understanding 12 steps
 - C. Understanding Root Cause of Addiction
 - D. Building Self Esteem
 - E. Dealing w. Spiritual Warfare
 - F. Becoming Proactive
 - G. Working Your Mission
- WEEK III Character Development / Anger & Stress Management
- A. Honesty / Responsibility
 - B. Forgiveness / Resentment / Teachable / Stubbornness
 - C. Diligence / Dependability / Spirituality
 - D. Uncovering the Roots of Hostility
 - E. Understanding Prejudices & Predetermined Expectations
 - F. Way to Responsibility
- WEEK IV Goal Setting / Developing Budgets
- A. Vocational
 - B. Educational
 - C. Family / Social
- WEEK V Developing Budgets
- A. Developing budgets / finances
 - B. Personal and Spiritual
- WEEK VI Marriage and Family
- A. Sexuality
 - B. Resolving Conflict / Communication Skills
 - C. The Essence of Manhood
- WEEK VII Job Preparation / Graduation
- A. Application / Resumes / Interviews
 - B. Self Promotion and Employer Expectations
 - C. Performing on the Job
 - D. Graduation

Exhibit C



Rev. Al Lewis, Jr.

PO Box 556, Monroe, NC 28111

Al.Lewis@MySaferCommunities.org

www.MySaferCommunities.org

704-400-4560

At contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers licensed in North Carolina and rated A-VIII or better by A.M. Best.

- A. COMMERCIAL GENERAL LIABILITY
Covering all operations involved in the Agreement.

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury Limit
\$ 5,000 Medical Expense Limit

- B. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

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

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Policy endorsement for Additional Insured status shall be provided to Certificate Holder within sixty (60) days of inception of contract.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

- E. All certificates of insurance shall be on approved ACORD 25 form and shall provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice. Notwithstanding the notification requirements of the insurer, Contractor hereby agrees to notify Certificate Holder immediately if any policy is cancelled or changed.
- F. The Certificate of Insurance should not in the Description of Operations the following:
- Department: Sheriff's Office
Contract #: 2318
- G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of the Agreement.
- H. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Union County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows:
- Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

APPENDIX

Currently there are 28 SCREEN Partners in Union County plus several housing property owners and managers, and some individuals willing to work together.

The organizations are:

Adept, Chemical Dependency / Court Services, Christian Women's Job Corp, City of Monroe HR Dept., DA Office in Union County, Daymark Recovery Services, Department of Social Services, Federal Probation & Parole, HIS Perfect Love Ministries, Monroe Police Violent Crime Task Force, Monroe-Union County Community Development Corp., NC DOC Community Development Office, NC DOC Office of Transition, NC DOC Probation & Parole in Union County, NC DOC Union Correctional Center Prison, NC Employment Security / Job Link, New Beginnings (substance abuse treatment), Oakland Mentoring, Operation Reach Out, Safer Communities Ministry, South Piedmont Community College, Restoration House, Union County (UC) Crisis Assistance Ministry, UC Community Shelter, UC HR, UC Sheriff and UC Jail, United Way office in UC, Vocational Rehab.

Annual Report 2008: The North Carolina Rural Courts Commission, Minutes, p. 18
Rev. Al Lewis' presentation was discussed. The RCC recommends that the Life Skills/Safer Communities Ministry program be presented, as a program to work in conjunction with the office of transitional services, to the Governor's Crime Commission for grant opportunities in other rural communities. Rural counties are encouraged to consider use of this program, or one similar, as a model for re-entry services into the community as available.

Audit Statement

An independent Audit Report conducted by Tom R Blacka CPA (Blacka, Jessup, and Henderson, LLP) dated June 30, 2008 detailed that over the last 7 1/2 years - 87% of support and revenue received was applied to program expenses, 7% went toward management and general expenses, and 6% was dedicated to fund raising.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: July 19, 2010

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

SUBJECT: Lease for Office Space for Department of Community Corrections (Adult Probation & Parole)

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

ATTACHMENT(S):

Bid Tabulation
Lease Agreement (draft)
Letter from Dept. of Corrections Real
Property Agent

INFORMATION CONTACT:

Barry Wyatt

TELEPHONE NUMBERS:

704-283-3868

DEPARTMENT'S RECOMMENDED ACTION: Accept proposals, award lease and authorize the Manager to sign lease agreement, with an effective date of January 1, 2011, with Ty-Par Realty, Inc. subject to Legal review and adoption of the FY11 budget.

BACKGROUND: The State has maintained two offices for Adult Probation & Parole in Union County for many years; one located in leased space and the other in the Government Center. Effective January 1 of this year the State transferred the responsibility for paying for leased space to Counties. The County is currently paying \$1,904 per month for 2305 square feet for leased space and is providing an additional 2,490 square feet in the Government Center. Both office locations are extremely overcrowded and there is no expansion space available. In addition, Community Corrections is expecting to add additional staff due to significant increases in caseload.

As part of the Government Center Renovations project it is essential that Adult Probation & Parole be moved out of the third floor area to provide space for a secure data center for Information Technology and provide space for Social Security.

Working with the local Probation & Parole staff and the Department of Corrections Real Property Agent, we developed the office space, ancillary space and parking requirements to meet their five to ten year needs. In summary, 7,300 square feet of space is needed and parking for 60 staff and State owned vehicles and 30 spaces for offenders and visitors all in relatively close proximity to the Judicial Center (four mile radius).

A Request for Proposals (RFP) was developed, advertised in the Enquirer-Journal and mailed to

known, local commercial real estate firms. The RFP included a request for an all inclusive lease covering all utilities, grounds maintenance, janitorial service and building maintenance. Four firms responded with proposals (see attached Bid Tabulation).

After an initial evaluation of the proposals by the Department of Community Corrections and General Services, two firms were selected for an in-depth evaluation, Ty-Par Realty, Inc. and Urban Investments of Monroe, LLC. The other two firms were not selected due to a significantly higher cost.

Further evaluation of the two selected proposals resulted in Ty-Par Realty, Inc. be selected as the proposal that best meets the long-term needs of the Department of Community Corrections. Ty-Par's proposal provides for newly upfit space in a new building and is slightly higher with a monthly cost of \$9,458.33 compared to Urban Investments proposal of \$9,367.00 for space in the basement of the former Belk building.

The reasons for selecting the Ty-Par proposal are:

1. The property is located just off highway 74 with good public access but is more secluded from the public thereby creating a higher safety factor for the citizens of Union County.
2. It is a new building and will be upfit to meet the exact needs of Adult Probation & Parole and provides a much higher level of security for officers and staff during all hours of operation and after hours.
3. Private, secure parking is directly connected to the building and provides for 60 staff and State cars for safety purposes and more than adequate offender and visitor parking is provided.
4. The Belk building is already upfit with offices and cannot be re-configured to provide for the level of security needed for officers and staff and contains more space than needed for Adult Probation & Parole. There seems to be no way to sub-divide the space for another tenant therefore the County will have to lease the entire 10,000 square feet.
5. Parking for only 42 staff and State cars is provided at the Belk building, is across the street, and is inadequate in addition to not providing the level of security desired.
6. With parking in downtown Monroe already a problem at times, there will not be adequate parking for offenders and visitors.
7. See attached letter from the Department of Corrections Real Property Agent, Ron Moore additional comments on selecting the Ty-Par proposal.

FINANCIAL IMPACT: Funding is included in the FY11 recommended budget to cover the new lease cost beginning January 1, 2011.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Bid Tabulation

**Leased Office Space
Adult Probation & Parole**

<u>Firm</u>	<u>Square Footage</u>	<u>Square Foot Cost</u>	<u>Annual Lease Cost</u>
Urban Investments of Monroe, LLC	10,000	\$11.24	\$112,404
Ty-Par Realty, Inc.	7,300	\$15.55	\$113,500
Roland Drive Investments, LLC	7,300	\$17.50	\$127,750
MW Commercial Realty, LLC	7,500	\$17.51	\$131,350

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

2539

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

Party/Vendor Name: Ty-Par Realty, Inc.

Party/Vendor Contact Person: Christa Tyson Boggs Contact Phone: 704-238-9700

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

Address: 2593 West Roosevelt Blvd. City: Monroe State: NC Zip: 28111

Department: General Services Amount: \$56,749.98 (6 months)

Purpose: Lease Space for Adult Probation

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

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: 1/1/2011

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: 6/12/10

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

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

Approval by Manager per authorization of Board

Date of Board authorization: _____ Attorney's Signature: _____

Approval by Manager subject to authorization by Board Date: _____

Date Board authorization requested: 7/19/10

Clerk to confirm authorization given

Use Standard Template **RISK MANAGEMENT**

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

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

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

Risk Manager's Signature: [Signature] Date: 7/13/10

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: _____

STATE OF NORTH CAROLINA

COUNTY OF UNION

COMMERCIAL LEASE AGREEMENT

AGREEMENT, made and entered into this ____th day of _____, 2010;

BETWEEN: TY-PAR REALTY, INC., its successors and or assigns, a North Carolina Corporation, with its principal place of business located at 2593 West Roosevelt Blvd., Monroe, N.C. 28111, (hereinafter referred to as the “Lessor”).

AND: UNION COUNTY, its successors and or assigns, with its principal place of business located at _____, Monroe, NC 28110, (hereinafter referred to as the “Lessee”).

WITNESSETH:

WHEREAS, the Lessor is the owner of a building currently under construction, containing approximately 11,500 ± square feet located at 2650 Nelda Drive, in the City of Monroe, Union County, North Carolina; and

WHEREAS, the Lessee desires to lease approximately 7,300 square feet of said building, which is more particularly described on Exhibit "A" attached hereto and made a part hereof, (hereinafter referred to as the “Demised Premises”);and

WHEREAS, the Lessor desires to lease said Demised Premises to the Lessee upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual promises, payments, covenants, terms and conditions hereinafter set forth, the Lessor does hereby demise, let and lease unto the Lessee its successors and assigns, the Demised Premises, including all improvements located thereon, including all rights, privileges and entitlements appurtenant thereto, to have and to hold the same, for the period and rentals, and upon the terms and conditions as follows:

ARTICLE ONE
TERM

1.1 TERM: This lease shall commence on **August 1, 2010**, (hereinafter referred to as the “Commencement Date”) and shall continue for a period of **TEN (10) YEARS** from said commencement date.

ARTICLE TWO
RENTAL

2.1 RENT: The Lessee shall pay to Lessor the sum of **\$113,500.00 per annum**, payable in **equal monthly installments of \$9,458.33 per month** as the **Rent** for the Demised. If the Term Commencement Date shall fall on a day other than the first day of a calender month, the monthly instalment shall be prorated for the months in which the commencement and the expiration of this Lease occur. Thereafter, the Rent shall be due on or before the 1st day of the then current month.

2.2 RENT ADJUSTMENT: The **Rent** for the premises shall be **INCREASED OR DECREASED** on the **FIRST ANNIVERSARY DATE** and every **ANNIVERSARY DATE** thereafter in the same percentage as the cost of living index has been increased or decreased during the one-year period from the index published for the month of July just prior to the preceding one-year term until the month of July just prior to the current term.

2.3 AGENT: Notwithstanding anything herein to the contrary, rent shall begin on the commencement date

as defined in Article One hereof. Lessee shall pay all amounts when due and payable, without any set off, deduction or prior demand therefore, by mailing or delivery of same made payable to Lessor's agent, **RMMC, P.O. Box 748, Monroe, N.C. 28110** so that the same is received by RMMC on or before the **FIRST (1st) day of the month** for which same is due. The acceptance by Lessor or Lessor's property manager, RMMC of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be of no effect, and Lessor may accept such check, without prejudice to any other rights or remedies which Lessor may have against Lessee.

2.5 LATE PAYMENT CHARGE: The Lessee acknowledges that all charges hereunder are due and payable on the 1st day of each month during the term of this lease. Payments received **after the 10th** day of the month are considered late. A **Late Payment Charge of Five (5%) Percent** of the base rent shall be charged whenever a payment is received 15 days after the due date.

2.6 INTEREST: Interest of one-and-one-half percent (1-1/2%) per month, which is an annual percentage rate of eighteen percent (18%), shall be charged by Lessor on all accounts that are delinquent in excess of thirty (30) days.

ARTICLE THREE **RIGHT OF FIRST REFUSAL**

3.1 RIGHT OF FIRST REFUSAL TO PURCHASE: N/A

ARTICLE FOUR **TAXES**

4.1 TAXES: During the term of this Lease, Lessor shall be responsible for the payment of the property taxes on the land and building of which the Demised Premises is a part.

ARTICLE FIVE **UTILITIES**

5.1 UTILITIES: During the term of this lease, Lessor shall be responsible for the payment of the lights, heat, water, and sewer charges for the Demised Premises .

ARTICLE SIX **REPAIRS**

6.1 DESTRUCTION: The Lessee covenants and agrees not to do or suffer any waste upon the said premises.

6.2 REPAIRS AND MAINTENANCE: The Lessor covenants and agrees that during the term of this lease, the Lessor, will be responsible for the repairs, maintenance and janitorial service of the Demised Premises.

6.3 CONDITION OF PREMISES: At the end of this lease, the Lessee will leave the Demised Premises in the condition it was in at the beginning of the Lease, normal wear and tear, and fire and other casualty excepted.

ARTICLE SEVEN **FIXTURES AND EQUIPMENT**

7.1 FIXTURES AND EQUIPMENT: The Lessee shall have the right and privilege upon the termination of this lease to remove from the Demised Premises all of the Lessee's business personal property, including but not limited to, furniture, cabinets, equipment and all trade fixtures installed by it unless Lessee is in default. In the event that the Lessee is in default, the Lessor may offset the value of fixtures installed to the Demised Premises by Lessee if it so desires and reimburse Lessee for the difference if any of the remaining value of said fixtures over and above the amount of the default. The Lessee shall repair all damage to said building that may have been caused by the

installation or removal thereof; and it will surrender the Demised Premises in as good order and condition as the same were at the beginning of the term hereof, ordinary wear and tear and damage by fire or other casualty beyond the control of the Lessee excepted; provided, however, that any permanent partitions or other additions or improvements in the Demised Premises shall be and remain the property of the Lessor.

ARTICLE EIGHT
USE OF PREMISES

8.1 USE OF PREMISES: It is expressly agreed that this lease is executed in order that Lessee may use the Demised Premises as an **ADULT PROBATION FACILITY**, and that said Demised Premises shall not be put to any other use without the written consent of Lessor which may not be unreasonably withheld.

8.2 NON-PERMITTED USE: It is expressly agreed that if at any time during the term of this lease, the Demised Premises is used by Lessee for any purpose or in any manner that causes the Demised Premises to be rated by fire insurance companies as extra-hazardous, Lessee shall pay to Lessor the additional insurance premium caused by such use.

ARTICLE NINE
INSURANCE

9.1 INSURANCE: Lessor shall keep the Demised Premises insured against loss or damage by fire or other hazard to the extent of the full insurable value thereof, including all improvements, alterations, additions, and changes made by either party hereto. The insurance premiums have been built into the monthly lease payment.

Lessee shall obtain and maintain insurance on all of the inventory, furniture, fixtures, equipment and other personal property located in or about the Demised Premises at its own cost and expense.

9.2 INSURANCE COVERAGES: Except as provided herein, the Lessee hereby agrees to indemnify and hold the Lessor harmless on account of any claims of every nature and kind arising out of the use and occupancy of said Demised Premises; and in this connection the Lessee agrees to carry at its own cost and expense, a Comprehensive Public Liability policy with limits of liability of Two Million Dollars (\$2,000,000.00) combined single limit for one occurrence (bodily injury and property damage) and the Lessor is to be named as an additional insured therein. Lessee shall deliver copies of such policies or certificates thereof, together with evidence of payment of premiums, to the Lessor. Such insurance policies shall provide that the insurance company agrees not to cancel or modify the coverage without first giving thirty (30) days advance written notice to Lessor. Except as provided herein, the Lessor hereby agrees to indemnify and hold the Lessee harmless on account of any claims of every nature relating to the use and operation of the Demised Premises by Lessor, based upon the negligence or other wrongful conduct of Lessor or its agents, servants, employees, officers or directors.

9.3 OTHER INSURANCE: Lessee shall obtain and maintain any other insurance that Lessee desires on the Demised Premises or on the personal property thereon at the expense of Lessee.

ARTICLE TEN
DEFAULT OR ABANDONMENT AND REMEDIES

10.1 DEFAULT: In the event Lessee shall fail to pay any rent when due in accordance with the terms of this lease and such default shall continue for a period of ten (10) days after written notice is received by the Lessee, the Lessor, without prejudice to any other rights or remedies that it may have, shall have the right and option to terminate this lease, demand Lessee's immediate removal from the Demised Premises, and / or pursue Lessee with a Summary Ejection action.

10.2 NOTICE OF DEFAULT: In the event the Lessee shall neglect to keep or perform any other covenant, agreement or condition of this lease or shall fail to conform to any of the building rules and regulations now in force or hereafter adopted by the Lessor, the Lessor shall give written notice of such default to the Lessee and in the event that such default is not rectified within thirty (30) days from the date such notice is received by the Lessee, or within a reasonable time, if more than thirty (30) days is necessary to rectify said default, or if Lessee shall become bankrupt or insolvent, or file any debtor proceedings, or file in any court pursuant to any statute, either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization, or file or have filed

against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of tenant and such appointment shall not be vacated or set aside within 15 days from the date of such appointment, or if Lessee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Lessee shall suffer the Lease to be taken under any writ of execution and such writ is not vacated or set aside within 15 days, then in any such event the Lessor shall have the rights and remedies under Article 10.3 herein and other rights and remedies at law and at equity.

10.3 TERMINATION OF LEASE: In the event of the termination of this lease, or upon demand of Lessee's immediate removal from the premises due to default, Lessee agrees to vacate the premises and return the same to Lessor immediately upon request; and upon Lessee's failure to do so, Lessee hereby agrees to indemnify and save harmless Lessor from any legal or other expenses which Lessor may incur in securing the Demised Premises from Lessee's possession including reasonable attorney fees and court costs. In the event that the Lessor should elect to reenter as herein provided, or should it take possession pursuant to legal proceedings, it may either terminate this Lease or it may from time to time without terminating this Lease, re-let the Demised Premises for such term and at such rentals and upon such other terms and conditions as the Lessor may deem advisable. If such re-letting shall yield rentals insufficient for any month to pay the rental due by Lessee hereunder for that month, Lessee shall be liable to Lessor for the deficiency and same shall be paid monthly. No such reentry or taking possession of the Demised Premises by Lessor shall be construed as an election to terminate this Lease unless a written notice of such intention be given by the Lessor to the Lessee at the time of such reentry; but, notwithstanding any such reentry and re-letting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. If as a result of Lessee's default hereunder, Lessor shall institute legal proceedings for the enforcement of Lessee's obligations, Lessee shall pay all costs incurred by Lessor, including reasonable attorney's fees. In addition, the Lessee shall also pay to the Lessor such expenses as the Lessor may incur in connection with re-letting including, but not by way of limitation, reasonable attorney's fees, brokerage and advertising costs, and expenses for keeping the Demised Premises in good order or for preparing same for re-letting. Lessor agrees to mitigate its damages under North Carolina Law.

ARTICLE ELEVEN **INDEMNITY**

11.1 INDEMNITY: Lessee shall protect, indemnify, defend and save harmless the Lessor from and against any and all claims, demands and causes of action of any nature whatsoever, for injury to or death of persons, or loss of or damage to the property of third parties, occurring on the Demised Premises, or in any manner growing out of or connected with Lessee's use and occupancy of the Demised Premises except as may be caused Lessor's negligence. Lessor shall not be liable for any damages, injury or loss to the person, property or effects of Lessee, or any other person or persons suffered in, on or upon the Demised Premises, or as a result of the use of such Demised Premises by Lessee, and Lessee agrees to indemnify, defend and protect and save harmless the Lessor against any and all damages or claims therefor except as may be caused by Lessor's negligence.

Lessor shall protect, indemnify, and defend and save harmless the Lessee from and against any and all claims, demands and causes of action of any nature whatsoever, for injury or death of persons, or loss of or damage to the property of third parties, occurring on the Demised Premises, or in any manner growing out of or connected with Lessor's use and occupancy of Demised Premises except as may be caused by Lessee's negligence. Lessee shall not be liable for any damages, injury or loss to the Demised Premises, or as a result of the use of the Demised Premises by Lessor, and Lessor agrees to indemnify, defend and protect and save harmless the Lessee against any and all damages or claims therefore except as may be caused by Lessee's negligence.

ARTICLE TWELVE **DESTRUCTION BY FIRE OR OTHER CASUALTY**

12.1 DESTRUCTION BY FIRE OR OTHER CASUALTY: If during the term of this Lease, through no fault of the parties herein, the Demised Premises is damaged by fire or other casualty in a minor degree, Lessor shall repair such damage as quickly as is reasonably possible. If said damage is more than Twenty five (25%) Percent of the Demised Premises, then repairs shall be deemed of a major nature and this Lease may be terminated at Lessor's option. Lessor shall exercise its option provided herein by written notice to Lessee within thirty (30) days after such fire or other casualty.

For purposes hereof, the Demised Premises shall be deemed "materially restored and / or repaired" if after the work is completed, the Demised Premises is in such condition as would not prevent or materially interfere with

Lessee's use of the Demised Premises for the purpose for which it was being used at the time of fire or other casualty.

If this Lease is not terminated as herein provided, Lessor shall proceed with all due diligence to repair and restore the Building, at Lessor's cost and expenses, and / or the Improvements of Demised Premises at Lessee's cost and expense, as the case may be (except that Lessor may elect not to rebuild if such damage occurs during the last year of the term exclusive of any option which is unexercised at the date of such damage.)

If this Lease is terminated as provided herein, the term of this Lease shall end on the date of such fire or other casualty as if that date had been originally fixed in this Lease for the expiration of the term hereof. If this Lease is not terminated by Lessor pursuant to this Paragraph, and Lessor fails to complete such repairs and material restoration within two hundred ten (210) days after the date of such fire or other casualty, Lessee may at its option, and as its sole remedy, terminate this Lease by delivering written notice to Lessor whereupon the Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the term hereof. **Provided however,** if construction is delayed because of changes, deletions, or additions in construction requested by Lessee, strikes, lockouts, casualties, Acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the reasonable control of Lessor, or such damage was caused by the negligence or intentional misconduct of Lessee, its servants agents or employees, the period for restoration, repair or rebuilding shall be extended for the amount of time Lessor is so delayed, or until such time that the work is completed.

Lessee agrees that during any period of restoration or repair of the Demised Premises, Lessee shall continue the operation of Lessee's business within the Demised Premises to the extent practicable. During the period from the date of such fire or other casualty until the date that the untenable portion of the Demised Premises is materially restored, the Rent shall be reduced to the extent of the proportion of the Demised Premises which is untenable, however, there shall be no abatement of other sums to be paid by Lessee to Lessor as required by this Lease.

In no event shall Lessor be required to rebuild or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in or about the Demised Premises by Lessee after the Commencement Date, however Lessor has the right but not the obligation to rebuild, repair or replace at Lessee's expense as much of the partitions, fixtures, additions and other improvements as may be necessary to ensure that the Demised Premises is materially restored. Insurance carried by Lessor against loss or damage to the Building or Demised Premises shall be for the sole benefit of the Lessor. Insurance which is required to be carried by Lessee hereunder shall be for the benefit of Lessee and Lessor to the extent of their insurable interests in the Demised Premises.

In the event of any damage or destruction to the Demised Premises by any peril covered by the provisions of this Paragraph, Lessee shall, upon notice from Lessor, remove forthwith, at its sole cost and expense, all or such portion of the property belonging to Lessee or its licensees from the Demised Premises, or such portion, as Lessor shall request. Lessee hereby indemnifies and holds Lessor harmless from any loss, liability, costs, and expenses, including attorney's fees, arising out of any claim or damage or injury as a result of any alleged failure to secure the Demised Premises properly prior to such removal and/or during such removal.

ARTICLE THIRTEEN **ASSIGNMENT AND SUBLETTING**

13.1 ASSIGNMENT AND SUBLETTING: The Lessee shall not, without the prior written consent of the Lessor, which shall not be unreasonably withheld, assign this Lease, or any interest thereunder, or sublet the Demised Premises or any part thereof, or permit the use of the Demised Premises by any party other than the Lessee or an entity controlled by or owned by Lessee. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only on the prior written consent of the Lessor. Subtenants or assignees shall be liable to the Lessor for all obligations of the Lessee hereunder. Provided however, that notwithstanding such consent at any time given, the Lessee shall remain as fully liable hereunder as if no subletting had taken place. Provided further that Lessor with Lessee's consent, prior to such subletting, shall have the right to require that all (or any portion) of the Premises which Lessee proposes to sublease or as to which Lessee proposes to assign this Lease (if the subtenant or assignee is not an entity controlled by the same interest which controls Lessee) be surrendered to Lessor for the term of the proposed sublease or assignment in consideration of the appropriate pro-rata adjustment of, or cancellation of, the Lessee's obligations hereunder.

ARTICLE FOURTEEN **LIENS**

14.1 LIENS: The Lessee shall in no event have power, authority or right hereunder to incur or create any obligation in respect to said Demised Premises or improvements located thereon, which shall create or constitute a lien or claim in favor of itself or any third person against the right, title or interest of the Lessor in or to said Demised Premises, or improvements located thereon; and notice is hereby given to all persons furnishing labor and materials therefor shall attach only to the leasehold interest hereunder and shall be subject and subordinate to all the right, title and interest of the Lessor and to said premises under this lease.

ARTICLE FIFTEEN
SIGNS

15.1 SIGNS: Lessee may, at Lessee's option and expense, erect signs concerning Lessee's business on the exterior walls of the Demised Premises, and on the perimeter of the property. However, the design, construction, and erection procedure of said signage shall be in accordance with the restrictions established by the Lessor, and the City of Monroe, and shall be approved in writing by the Lessor (which approval shall not be unreasonably withheld), and the City of Monroe.

ARTICLE SIXTEEN
COMPLIANCE WITH OTHER DOCUMENTS

16.1 COMPLIANCE WITH OTHER DOCUMENTS: Lessee hereby agrees to comply with all applicable rules and regulations set forth in the document entitled "*Rules and Regulations*" attached hereto as Exhibit "C" and incorporated into this document and becoming a part hereof.

ARTICLE SEVENTEEN
ODOR AND SOUND

17.1 ODOR AND SOUND: Neither Lessor nor Lessee shall permit or cause any noxious, disturbing or offensive odors, fumes or gases, or any smoke, dust, steam or vapors, or any loud or disturbing noises, sounds or vibrations, or any flashing or strobe lighting to originate in or to be emitted from the Demised Premises. Excepting from this however are any smells or fumes which are customary in Lessee's restaurant business. Lessee will be fully responsible for odors caused by its operation and will exhaust same so that it does not disturb the surrounding Tenants or Landowners.

ARTICLE EIGHTEEN
DUTY TO KEEP THE PREMISES IN GOOD ORDER

18.1 DUTY TO KEEP THE PREMISES IN GOOD ORDER: Except as provided herein, the Lessee hereby covenants and agrees to keep the Demised Premises in as good order, repair and condition as the same is in as of the commencement of the term hereof, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable wear and tear excepted; and at the termination hereof, to peaceably yield up said Demised Premises and except as otherwise provided herein, all additions, alterations, and improvements thereto in such good order, repair and condition leaving the Demised Premises clean, neat and tenantable. If the Lessor in writing permits the Lessee to leave any such goods and chattels in the Demised Premises, and the Lessee does so, the Lessee shall have no further claims and rights in such goods and chattels as against the Lessor or those claiming by, through or under the Lessor. In addition, neither the Lessor nor the Lessee shall burn or otherwise dispose of any trash, waste, rubbish or garbage in or about the premises of the building. Lessee shall be responsible for its trash removal.

ARTICLE NINETEEN
BANKRUPTCY

19.1 BANKRUPTCY: If Lessee or any assignee or Sub-Lessee of Lessee, or any guarantor of this lease becomes insolvent, or if any proceedings in bankruptcy, or under the Bankruptcy Act wherein it or any of them seeks relief as Debtor, or receivership, or like proceedings shall be instituted by or against any one or more of them, or if any one or more of them shall make an assignment for the benefit of creditors, then in each and every case this lease shall, at the option of Lessor, immediately terminate and the Lessor may immediately enter and resume possession of the Leased Premises and expel all persons and all property of others, excluding property of Lessor,

therefrom without prejudice to any other rights available to Lessor, unless Lessee secures a termination of said action within fifteen (15) days from date of filing and remains in full compliance with all other terms of this lease.

ARTICLE TWENTY
LEGAL FEES

20.1 LEGAL FEES: In addition to the foregoing, if after default an attorney is employed to collect or enforce the monetary obligations evidenced by this agreement or to assist the Lessor in connection with its exercise of any right, power, privilege or remedy referred to herein, Lessee agrees to pay promptly all reasonable costs incurred by Lessor with respect to collection or enforcement including reasonable attorney's fees and court costs.

ARTICLE TWENTY-ONE
FORCE MAJEURE

21.1 FORCE MAJEURE: In the event Lessor or Lessee shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of governmental restrictions, scarcity of labor or materials, strikes, fire or any other reason beyond its control, the performance of such act shall be excused for the period of delay, and the period or the performance of any such act shall be extended for the period necessary to complete performance after the end of the period of such delay.

ARTICLE TWENTY-TWO
PARTIES INCLUDED

22.1 PARTIES INCLUDED: Whenever reference is made herein to the words "Lessor" or "Lessee", the same shall be construed to be both plural and singular and to include the respective heirs, distributees, executors, administrators, legal representatives, successors and assigns of Lessor and Lessee.

ARTICLE TWENTY-THREE
SEVERABILITY

23.1 SEVERABILITY: If any clause or provision hereof should be determined to be illegal, invalid or unenforceable under present or future laws effective during the term of this Lease or any renewal term hereof, then and in that event, it is the express intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the express intention of the parties hereto that in lieu of each clause or provision of this lease which may be determined to be illegal, invalid or unenforceable, there may be added as a part of this Lease a clause or provision as similar in terms to such illegal or invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

ARTICLE TWENTY-FOUR
NATURE AND EXTENT OF AGREEMENT

24.1 NATURE AND EXTENT OF AGREEMENT: This instrument contains the complete agreement of the parties regarding the terms and the conditions of the Lease of the Demised Premises and all matters related thereto, and there are no oral or written terms, conditions, understandings, representations or other agreements pertaining thereto which have not been incorporated herein, it being the intention of the parties that all of their respective obligations to the other and rights hereunder are set forth in this written Lease Agreement. This agreement constitutes the entire understanding between Lessor and Lessee and may not be modified except in writing by both parties.

ARTICLE TWENTY-FIVE
QUIET ENJOYMENT

25.1 QUIET ENJOYMENT: Provided Lessee performs all its covenants, agreements and obligations hereunder, Lessor will warrant and defend Lessee in the peaceful and quiet enjoyment of the Demise Premises, but only against the lawful claims of all persons claiming by, through or under Lessor.

ARTICLE TWENTY-SIX

NOTICE

26.1 NOTICE: It is hereby mutually agreed that the mailing of a written notice or demand enclosed in a sealed, postage paid envelope by registered mail, addressed to the Lessor or Lessee, as the case may be, at the following addresses shall be sufficient notice or demand in any case arising under this Agreement:

LESSOR: **TY-PAR REALTY, INC.**
 c/o RMMC, Inc.
 P.O. Box 748
 Monroe, N.C. 28110-0748
 Attn.: L. Carlton Tyson, Vice President

LESSEE: **UNION COUNTY**

 Monroe, NC 28110
 Attn.: _____

ARTICLE TWENTY-SEVEN
COMPLIANCE WITH LAWS

27.1 COMPLIANCE WITH LAWS: The Lessee agrees that it will promptly comply at its own expense with all requirements of any governmental authority having competent jurisdiction, which requirements are made necessary by reason of Lessee's occupancy of the Demised Premises.

ARTICLE TWENTY-EIGHT
REMEDIES CUMULATIVE - NON-WAIVER

28.1 REMEDIES CUMULATIVE - NON-WAIVER: No remedy herein or otherwise conferred upon or reserved to Lessor or Lessee shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity; and every power and remedy given by this Lease may be exercised from time to time as often as occasion may arise or as may be deemed expedient. No delay or omission of Lessor to exercise any right or power arising from any default on the part of Lessee shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein. The acceptance of rent by the Lessor with knowledge of a default by Lessee hereunder shall not constitute a waiver of such default.

TWENTY-NINE
LESSEE'S OBLIGATIONS

29.1 LESSEE'S OBLIGATIONS. The Lessee hereby covenants and agrees:

(1) to pay, when due, all rents and other charges set forth herein; all charges for telephone and other communications systems used at, supplied to, or furnished to the Demised Premises; and to provide all replacement lighting (including lamps, ballasts, and bulbs), such replacement lamps, ballasts and bulbs to be of the same type and quality as those originally installed in the Demised Premises; and unless otherwise specified herein, the Lessor shall provide the initial lamps, ballasts and bulbs for the Demised Premises.

(2) not to place a load upon any floor of the Demised Premises in violation of what is allowed by law.

(3) that, without limitation of any other provision herein, the Lessor and its employees shall not be liable for any injuries to any person or damages to property due to the Demised Premises, or any part thereof, or any appurtenance thereof, becoming out of repair or due to the happening of any accident in or about the Demised Premises or due to any act or neglect of any Lessee of the Building or of any employee or visitor of any Lessee. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, water, steam, gas, or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated in the Demised Premises, whether owned by the Lessee or others. Provided

however, that Lessor shall be liable for its negligence and the negligence of its employees to the extent that liability of the Lessor is insured by virtue of a Lessor's general comprehensive public liability insurance policy, which the Lessor agrees to maintain on the Demised Premises.

(4) to permit Lessor or its agents to examine the Demised Premises upon reasonable notice and at reasonable times and, if Lessor shall so elect, to make any repairs or additions Lessor may deem necessary and, at Lessee's expense, to remove any alterations, signs, drapes, curtains, shades, awnings, aerials, flagpoles, or the like, not consented to in writing, provided that such work does not unreasonably interfere with the business operations of the Lessee.

(5) to permit Lessor to show the Demised Premises to prospective purchasers, mortgagees and prospective Lessees.

(6) to permit Lessor at any time or times to make, repairs, alterations, additions, improvements, structural or otherwise, in or to the Demised Premises or any part thereof, and during such operations to take into and through the Demised Premises all materials required and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities, Lessor agreeing, however, that it will carry out such work in a manner which will cause minimum inconvenience and interference to the business of the Lessee.

(7) not to permit any employee of the Lessee to violate any covenant or obligation of Lessee hereunder.

(8) not to suffer or permit any lien of any nature or description to be placed against the Demised Premises, or any portion thereof, and, in the case of any such lien attaching by reason of the conduct of Lessee, to immediately pay and remove, or bond off the same. This provision shall not be interpreted as meaning that the Lessee has any authority or power to permit any lien of any nature or description to attach to or be placed upon the Lessor's title or interest in the Demised Premises, or any portion thereof.

(9) to keep the Demised Premises equipped with all safety appliances required by law or public authority because of the use made by the Lessee of the Demised Premises.

(10) to use electric current in such manner as not to overload the Building's wiring installation and not to use any electrical equipment which in Lessor's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other Lessees in the Building.

ARTICLE THIRTY **SELF-HELP BY THE LESSOR**

30.1 SELF-HELP BY THE LESSOR: If the Lessee shall at any time breach or default in the performance of any of the obligations of Lessee under this Lease, the Lessor shall have the right to enter upon the Premises and to perform such obligation of the Lessee including the payment of money and the performance of any other act. All sums paid by the Lessor and all necessary incidental costs and expenses in connection therewith shall be deemed to be additional rent under this Lease and shall be payable to the Lessor immediately upon demand.

ARTICLE THIRTY-ONE **LESSOR'S RIGHTS**

31.1 LESSOR'S RIGHTS: Lessor may, without limitation of anything elsewhere herein contained:

(1) retain and use in appropriate instances, keys to all doors within and into the Demised Premises. No locks shall be changed by Lessee without the prior written consent of the Lessor, which shall not be unreasonably withheld.

(2) enter upon the Demised Premises and exercise any and all of Lessor's rights without being deemed guilty of any eviction or disturbance of Lessee's use or possession and without being liable in any manner to Lessee.

(3) establish such reasonable rules and regulations, as described on the attached "Exhibit C" for the conduct

and operation of the Demised Premises and the Building as are not inconsistent with express terms of this Lease.

ARTICLE THIRTY-TWO
SUBORDINATION; MORTGAGEE'S RIGHTS

32.1 SUBORDINATION; MORTGAGEE'S RIGHTS:(a) Lessee agrees, at the request of Lessor, to subordinate this Lease to any mortgage or mortgages placed upon the Demised Premises by Lessor and to any ground or underlying leases and, if required by the mortgagee or mortgagees, or such ground or underlying Lessor, to agree not to prepay rent more than ten (10) days in advance, provided such mortgagee or Lessor shall agree in writing that, in the event such holder takes possession of the Demised Premises or forecloses such mortgage or takes a deed in lieu of foreclosure containing reasonably acceptable "Non-Disturbance" language, or terminates its ground or underlying lease, Lessee shall continue its occupancy of the Demised Premises in accordance with the terms and provisions of this Lease so long as Lessee shall then recognize such holder as Lessor hereunder and continue to pay the rent when due and otherwise punctually perform all Lessee's obligations hereunder.

(b) Lessee agrees that it will not cancel or terminate this Lease by reason of any act, omission, breach or default by Lessor, or for any other cause except the normal expiration hereof, without first giving written notice of such act, omission, breach or default to any mortgagee of the Demised Premises, Building of which the Demised Premises is a part, or ground or underlying Lessor and affording such party the opportunity to remedy such act, omission, breach or default within ten (10) days from receipt of such written notice or within such longer time as may be reasonably necessary under the circumstances.

ARTICLE THIRTY THREE
EMINENT DOMAIN

33.1 EMINENT DOMAIN: If more than Twenty Five (25%) Percent of the floor area of the Demised Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, then either party hereto shall have the right to terminate this Lease effective on the date physical possession is taken by the condemning authority or private purchaser.

If less than Twenty Five (25%) Percent of the floor area of the Demised Premises is taken for any public or quasi-public use in said manner, this Lease shall not terminate. However, in the event any portion of the Demised Premises is taken and the Lease not terminated the rental specified herein shall be reduced during the unexpired term of this Lease in proportion to the area of the Demised Premises so taken and the reduction shall be effective on the date physical possession is taken by the condemning authority or private purchaser.

Any election to terminate this Lease following condemnation shall be evidenced only by written notice of termination delivered to the other party not later than fifteen (15) days after the date on which physical possession is taken by the condemning authority or private purchaser and shall be deemed effective as of the date of said taking. If, however, the Lease is not terminated following a partial condemnation, Lessor shall promptly make all necessary repairs or alterations to the Building and Demised Premises which are required to make the Building usable by Lessee subsequent to such taking.

All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) whether for the whole or part of the Demised Premises, shall be the property of the Lessor whether such award is compensation for damages to Lessor's or Lessee's interest, provided Lessor shall have no interest in any award made to Lessee for loss of business or for the taking of Lessee's fixtures and other property within the Demised Premises if a separate award for such items is made to Lessee.

Notwithstanding anything herein to the contrary, Lessee reserves against the condemning authority (and Lessor hereby consents and agrees to such) Lessee's right to and claim for, any damages for the interruption of Lessee's business, Lessee's moving expenses and for the taking of Lessee's personal property and/or fixtures.

ARTICLE THIRTY-FOUR
LESSOR'S RIGHT TO SELL

34.1 LESSOR'S RIGHT TO SELL: Subject to the provisions of Article 3.1 herein, the Lessor shall have the right to sell, assign, transfer or otherwise alienate its interest in the Building. Upon such sale, assignment, transfer or alienation, the new owner shall succeed to all of Lessor's obligations hereunder, and the Lessee shall be bound to the new owner to the same extent as it was bound to Lessor. At such time, the Lessor hereunder shall be

entirely freed and relieved of any further obligation or responsibility under this Lease, except for any obligations or responsibilities accruing under this lease prior to the date of such sale or transfer.

ARTICLE THIRTY-FIVE
RECORDING OF LEASE

35.1 RECORDING OF LEASE: The Lessor and the Lessee agree that this Lease shall not be recorded. The Lessor and the Lessee shall enter into a Memorandum of Lease in recordable form.

ARTICLE THIRTY-SIX
MORTGAGEE APPROVAL

36.1 MORTGAGEE APPROVAL: This Lease is subject to the approval of the Lessor's mortgagee, and the parties agree hereby to execute an amendment to the Lease, in such form as said mortgagee might reasonably require, in the event that any technical changes are required. It is understood that any such changes will not affect such substantive items as the rent or term provided for herein.

ARTICLE THIRTY-SEVEN
CAPTIONS

37.1 CAPTIONS: The captions are inserted only as a matter of convenience and for reference only, and in no way define, limit or describe the scope of this Lease nor the intent of any provision hereof.

ARTICLE THIRTY-EIGHT
RIDERS AND EXHIBITS

38.1 RIDERS AND EXHIBITS: The following riders and exhibits are hereby incorporated herein by reference and to the extent that any of such riders or exhibits conflict with any of the foregoing provisions, the provisions of such riders or exhibits shall prevail:

Exhibit A	Plat Plan of the Premises
Exhibit B	Rules and Regulations
Exhibit C	Lessee's Up-fit Detail

ARTICLE THIRTY-NINE

39.1 SIGNS AND ADVERTISING: The Lessee shall be responsible for the cost of all signs and advertising.

39.2 SECURITY SYSTEM: The Lessee shall be responsible for the cost of installing, maintaining, and removal of any Security System it elects to install in the Demised Premises.

38.2 ADDITIONAL PROVISIONS: This Lease is contingent upon the following:

- a. Lessee's receipt of Certificate of Occupancy from the appropriate State, County and/or Municipal Authorities on or before August 1, 2010; and
- b. Lessee's receipt of any and all necessary permits from the appropriate State, County and/or Municipal Authorities to operate an "Adult Probation Office".

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument by affixing their hands and seals the day and year first above written.

As to Lessor:

WITNESS: LESSOR: TY-PAR REALTY, INC.

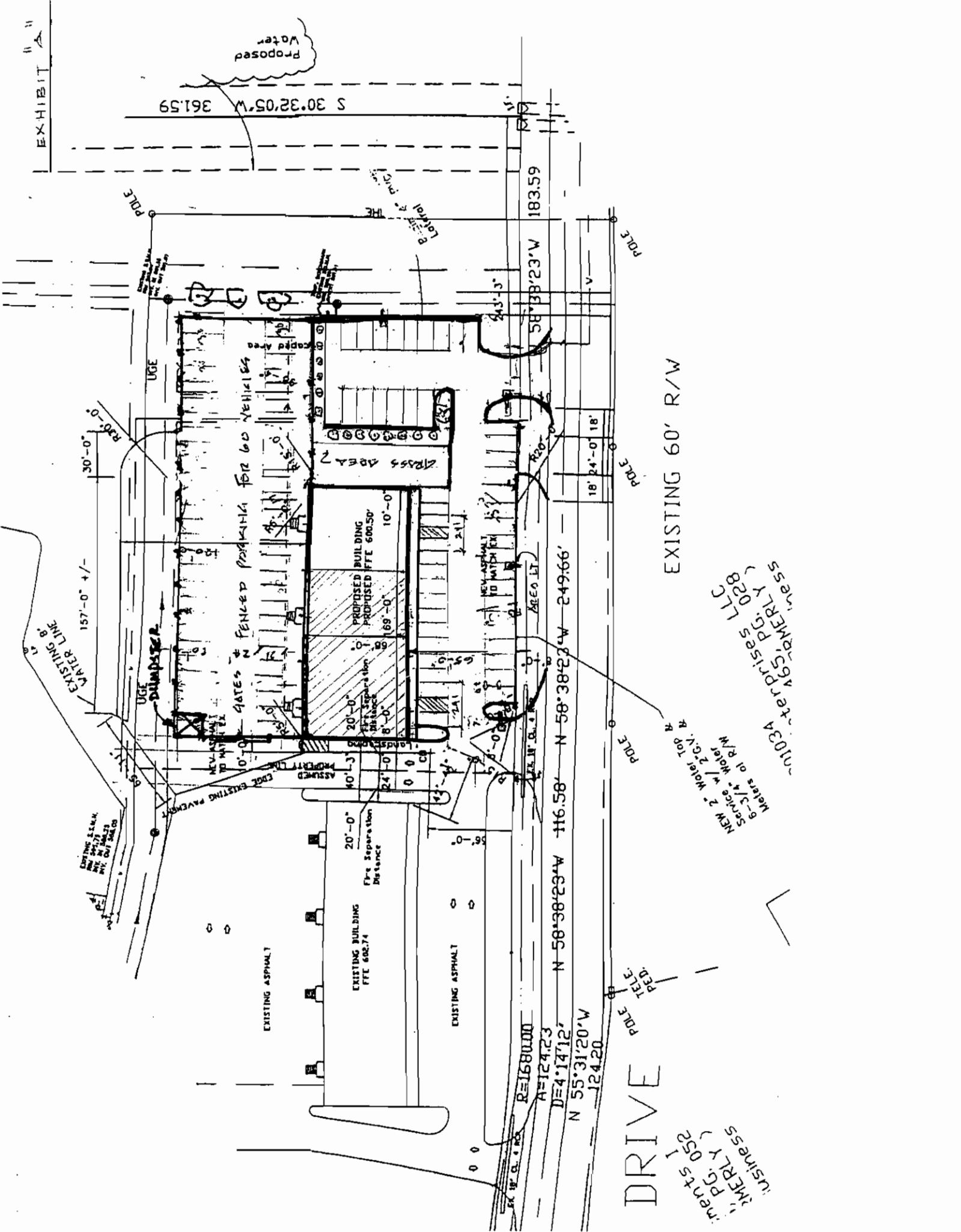
By: _____
L. Carlton Tyson, Vice -President

As to Lessee:

WITNESS: LESSEE: UNION COUNTY

By: _____

EXHIBIT "A"



EXISTING 60' R/W

1034
 Water Services LLC
 465, PG. 028
 Business

1034
 Water Services LLC
 465, PG. 028
 Business

DRIVE

POLE TELE

POLE

POLE

POLE

R=1680.00

D=4' 14" 12'

N 55° 31' 20" W 124.20

N 58° 38' 23" W 116.56'

N 58° 38' 23" W 249.66'

58° 38' 23" W 183.59

157'-0" +/-

30'-0"

30'-0"

EXISTING ASPHALT

EXISTING BUILDING FTE 602.74

EXISTING ASPHALT

PROPOSED BUILDING PROPOSED FTE 600.50

GATES & FENCED PARKING FOR 60 VEHICLES

EXISTING WATER LINE

UGI

POLE

Proposed Water

Lateral Pipe

NEW ASPHALT TO MATCH EX

AREA 1

AREA 2

243'-3"

16' 24'-0" 18'

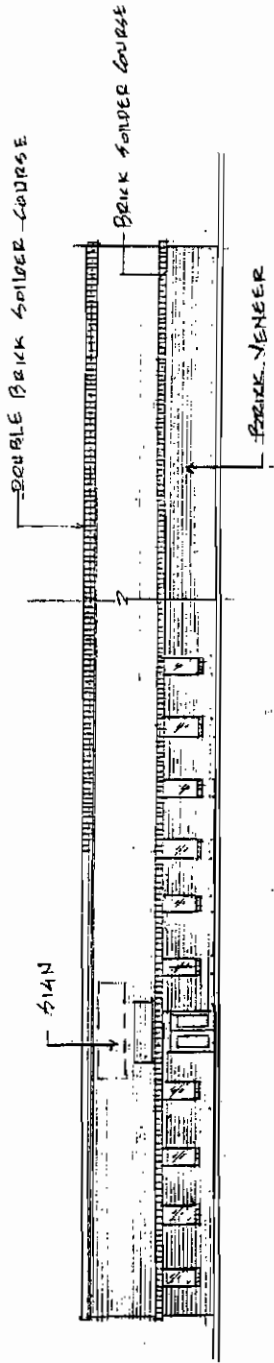
POLE

POLE

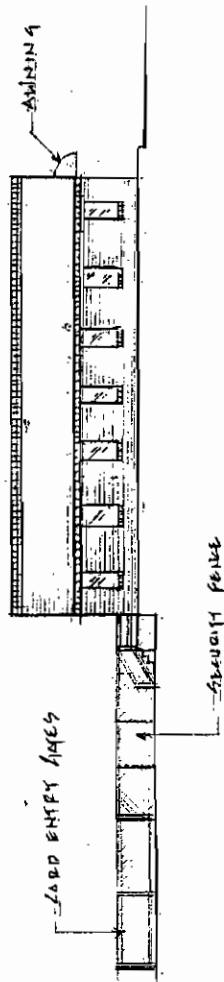
POLE

POLE

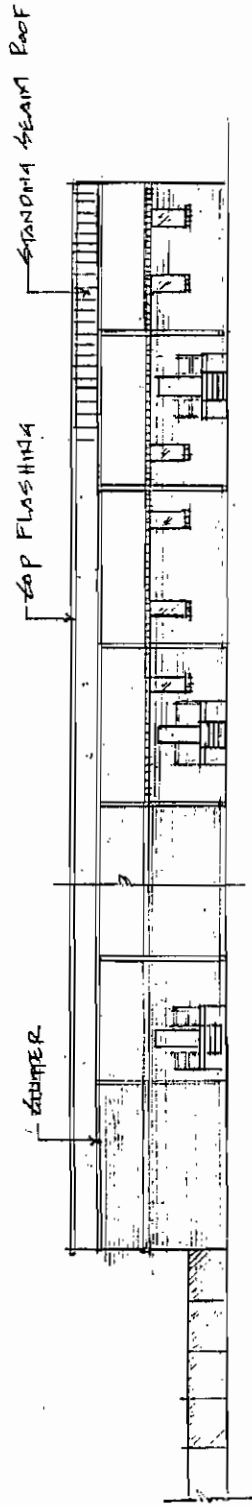
1034
 Water Services LLC
 465, PG. 028
 Business



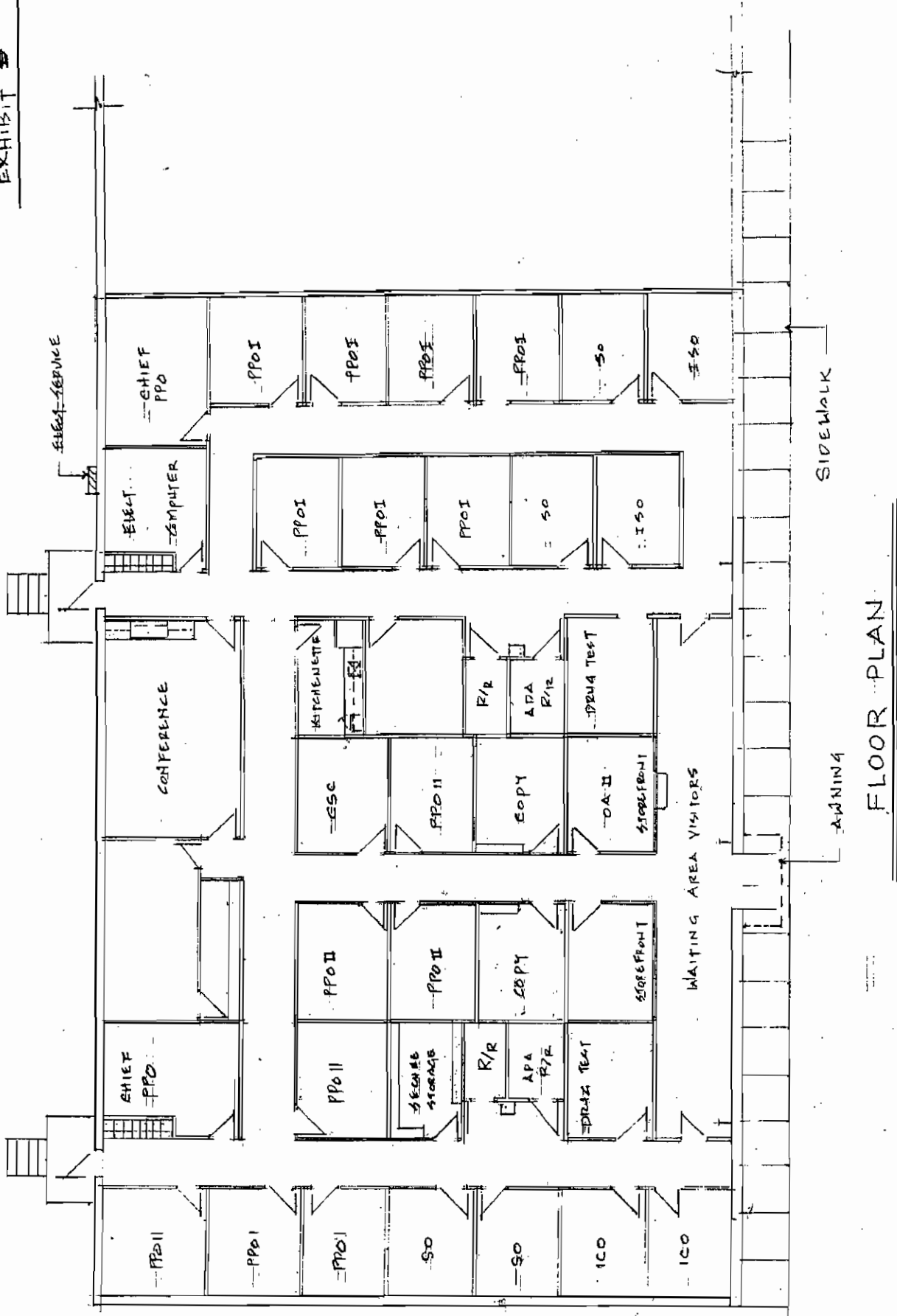
FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



FLOOR PLAN

EXHIBIT "B"
RULES AND REGULATIONS

1. The sidewalks, exits, and entrances shall not be obstructed by Lessee or used for any purpose other than ingress and egress to the Demised Premises. The roof is not for use by the general public, and Lessor shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgement of Lessor may be prejudicial to the safety, character, reputation or best interests of the Demised Premises. Nothing herein contained shall be construed to prevent such access to persons with whom Lessee conducts business, unless such persons are engaged in illegal activities. No Lessee and no employees or invitees of Lessee shall go upon the roof of the Demised Premises.
2. Lessee shall not alter any lock or install any new or additional locks or bolts on any door of the Demised Premises without providing notice to the Lessor.
3. No restroom fixture shall be used for any purpose other than that for which it was constructed; no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of the above rule shall be borne by Tenant or employees or invitees of Tenant.
4. No furniture, freight or equipment of any kind shall be brought into the building without the consent of Lessor and all moving of the same into or out of the Demised Premises shall be done at such time and in such manner as Lessor shall designate. Lessor shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Demised Premises and also the times and manner of moving the same in and out of the Demised Premises. Safes or other heavy objects shall, if considered necessary by Lessor, stand on wood strips of such thickness as is necessary to properly distribute the weight. Lessor will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Demised Premises by moving or maintaining any such safe or other property shall be repaired at the expense of Lessee.
5. Lessee shall not use, keep or permit any foul or noxious gas or substance in the Demised Premises, or permit or allow the Demised Premises to be occupied or used in a manner which interferes with business or is offensive or objectionable to Lessor or other occupants of the Demised Premises by reason of noise, odors and/or vibrations. No animals (other than sight aids) or birds shall be brought in or about the Demised Premises.
6. Lessee shall not use, keep, or permit in the Demised Premises any kerosene, gasoline, inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Lessor.
7. Lessor will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires is permitted without the prior consent of Lessor. The location of telephones, call boxes and other office equipment affixed to the Demised Premises shall be subject to the reasonable approval of Lessor.
8. Upon termination of its tenancy, Lessee shall deliver to Lessor all Building keys which shall have been furnished to Lessee or which Lessee shall have had made. In the event of loss of any keys so furnished, Lessee shall pay Lessor for the replacement of keys and/or any necessary locks.
9. Lessee shall not install linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Demised Premises in any manner except as approved by Lessor. The expense of repairing any damage resulting from violation of this rule or from removal of any floor covering shall be borne by the Lessee by whom, or by whose contractors, employees or invitees, the damage shall be caused.
10. Lessee shall see that the doors of the Demised Premises are closed and securely locked before leaving. All

water faucets or water apparatus and all electricity shall be shut off before Lessee or Lessee's employees leave the Demised Premises , so as to prevent waste or damage, and for any default or carelessness Lessee shall make good all injuries sustained by Lessor and/or other occupants of the Demised Premises .

11. Without the written consent of Lessor, Lessee shall not conduct any auction upon the Premises.

As to Lessor:

WITNESS: **LESSOR: TY-PAR REALTY, INC.**

By: _____
L. Carlton Tyson, Vice -President

As to Lessee:

WITNESS: **LESSEE: UNION COUNTY**

By: _____

**Exhibit C
Up-Fit Detail**

Offices 9X12 – 18
 9X11 – 10
 12X14 – 2
 10X16 – 1

Conference 14X24 – 1

Kitchenette 8X12 – 1

Storage with Shelving 10X12 – 1

ADA Compliant Restrooms 5X9 – 4

ADA Compliant Restrooms/Drug Storage 9X12 – 2

Electrical/Computer 10X12 – 1

Waiting 450 square feet

Hallways (4 ft. wide) Allowance 25%

Walls/Partitions Allowance 20%

2 Webcams Feeding Monitors in all Offices

24 Gun Lockers

Conference Room with Base/Overhead Cabinets at One End with Space for Large TV

Kitchenette with Refrigerator/Icemaker, Microwave Built-In Above Counter, Base Cabinets with Sink and Overhead Cabinets.

Fenced Parking (60 Spaces) for Staff and State Owned Vehicles. Gate to be Controlled by Proximity Card. Staff Entry to be Separate from Visitors.

Proximity Card System to Control Two Employee Entrances

Storefront Visitor Entry. Three Storefront Doors Inside Waiting Area and Two Storefront Offices Facing Waiting Area – Each to Have “Talk-Thru” Window With One Having ADA Accessibility.

Visitor Parking (30 Spaces).

Waiting Space, Kitchenette, Restrooms, Electrical/Computer, Drug Storage and Hallways to be VCT. Carpet in all Other Areas.

EXHIBIT "C"
UP-FIT DETAIL

As to Lessor:

WITNESS:

LESSOR: TY-PAR REALTY, INC.

By: _____
L. Carlton Tyson, Vice -President

As to Lessee:

WITNESS:

LESSEE: UNION COUNTY

By: _____



North Carolina Department of Correction

Division of Departmental Purchasing & Services

2020 Yonkers Road 4227 MSC Raleigh, NC 27699-4227
Phone: (919) 716-3250 Fax: (919) 716-3983 or (919) 716-3984

Beverly Perdue, Governor

Alvin Keller, Secretary

April 29, 2010

Barry Wyatt
Director of Purchasing Fleet and Property Management
500 N. Main Street
Monroe, NC 27925

RE: Probation and Parole Proposed Office Considerations

Dear Mr. Wyatt:

Thank you for taking time from your busy schedule to meet with me and the Department of Community Corrections staff this past Monday. This letter is in reference to the 2 building lease proposals presented to DCC by Union County on 04/26/2010.

I will begin by addressing the lease proposal for the Belk Building in Downtown Monroe, NC.

This space is located in the basement of the old Belk building. It is one of the oldest buildings in Union County and will need to be completely reconfigured to accommodate our staff and to provide the fire, safety, security and operational needs due to the type of clientele we deal with on a day to day basis. The proposed area is much larger than we need, and there seems to be no way to section off part of said and make it useable for another tenant as well as separation of utilities. I have given much thought to this site and several issues come to mind.

1 When you enter into the building you immediately notice a very musty smell which leads me to believe there is a great possibility that there is or has been a moisture problem. This smell does not seem to dissipate even after being in the building for a period of time. This also leads me to believe that there is possibly a serious mold problem in this area or at least poor air quality.

#2 Parking in and around the Belk building is far less than adequate for our needs. There is no secured parking for staff. All staff would have to park in a dimly lit, unsecured parking area and then walk across a street to enter the building. This would not cause a security problem during the day, but would cause a security problem during the nighttime hours. Our officers work shift hours and at times would be entering and exiting the building at night (9:00 pm – 12:00 am) alone and unprotected. Staff in the past have had the windows of their personal vehicles broken out and consoles ripped from their vehicles due to being parked in an unsecured area.

We supervise offenders on probation/parole with convictions from anything from shoplifting to murder. Since we are not authorized to carry our weapons off duty we would be going to and from our personal vehicles unprotected after work hours. There is not adequate parking available for offenders. There is a public parking area that would accommodate approximately 25 cars; however this lot remains at capacity, due to the use by



people who work in the downtown area. The majority of the parking is at the front of the building up and down Main Street.

Offenders would be entering the building through the shops located on the first floor. On any given day we have anywhere from 70 – 90 offenders visiting our offices due to the officers conducting the required office contacts. These offenders would be frequenting the downtown area in numbers on a daily basis, including nights and weekends. We have in excess of 1,250 offenders in Union County at the present time, and this number is expected to greatly increase in the coming years. One of the major components of our job is public safety for which we are highly scrutinized by the public and by the media. We want to avoid exposing the public to any unnecessary danger by coming into contact with these offenders.

#3 It should be noted that there are officers that supervise sex offenders. These offenders are very high profile and would be frequenting the downtown area. There is a children's clothing store directly across the street from the proposed site. This presents a major security issue. Although we can control an offender's behavior while he is in our presence, we are not able to control any temptations they may have upon leaving our office. Again, this element is a major component of maintaining public safety.

#4 Building staff/security is a major concern. It appears that to have proper security for officers the offenders would be required to enter the building through the front door located on the first floor which opens out into Main Street. The offenders would pass by shops located in this building to gain entrance to the basement via elevator and/or steps. Office contacts are conducted past 5:00 pm; some officers even conduct office visits with offenders up to 6:00 and 7:00 pm in the evening. Officers also report back to the office to complete the entry of narratives after working in the field. This as stated above can occur as late as 9:00 pm to 12:00 am. Office visits are not just conducted on the weekdays; some officers also conduct office visits on Saturday and Sunday. A secure means of entry for the offenders would need to be established if the first floor door is locked. Who will be responsible for securing the main entrance and clearing the building at night? How are the store owners going to feel if they have to leave to go to their vehicles unescorted and there are offenders in the parking area?

We require secured/private restrooms to enable us to conduct drug screens of offenders and to properly secure the gathered samples for which we are required by law, to maintain a proper chain of custody. We would need two restrooms for drug screening to be utilized by offenders only plus restrooms for staff. There is also an issue where we would require highly secured storage for our weapons and safety packages. I saw no indication that this has been included in the proposed renovation blueprint.

We do on occasion conduct arrests of offenders. There have been incidents in the past where the offender has resisted and have taken flight to avoid arrest. In a case of this nature the offender would possibly run up the stairs, through the shops and out into Main Street placing the store owners and general public in harms way.

Even though the criminal element does in fact already frequent downtown, moving to this site would dramatically increase the number of that criminal element to the downtown area. Also, there are restaurants, special events (city/county) and establishments where law enforcement personnel, defense attorneys, District Attorneys and DCC officers frequent daily.

By allowing 1250 plus criminal offenders to come into downtown on a regular basis, this would place an undue risk on the safety of the citizens of Union County that visit this area. Again a major priority of our job is public safety.

The building located on Nelda Drive appears to address our needs more appropriately.

#1 The building can be built to specifically suit our needs. The layout of the building promotes much better security for officers/staff during all hours of operation and after hours.

#2 There will be secured parking to accommodate personal and state vehicles. This will include fenced in parking that is directly connected to the building. It will also include a brightly lit parking area with webcams to monitor the area. It will also include a key/card entry for all officers. There will be two entrances in the fenced area for entry into the building for officers.

#3 Building and officer security. Located at the officer entrances will be secured gun safes for each officer to store their weapons when needed. Access to the building by offenders will be controlled. There will be one entrance for offenders and anyone who is with them. The foyer/waiting area will be secured which allows no entry into the office area without an escort. The drug screening areas will be secured and designated for offender use only, this will allow proper storage and the ability to properly maintain the chain of custody more efficiently.

There will be Webcams at the entrance of the building to monitor anyone trying to gain entry into the facility. There will also be a buzzer/intercom system in place at the front entrance for communications between any officer working after the close of business when the doors are locked. Webcams will be in place at the front entrance as well as in the waiting area which will enable monitoring of both areas.


Proper/secured storage has been allotted for, not only for officer weapons and safety packages, but for controlled items such as drug test kits and office supplies to include EHA/SBM equipment.

There will be ample parking for offenders at this site versus the downtown area described above.

The Nelda Drive site is more secluded from the public thereby creating a higher safety factor for the citizens of Union County.

In my humble opinion, there are just too many issues with the Belk building that would need to be resolved to allow for the proper safety and security of our officers and the public. My major concern is for the safety of my officers and the public.

Sincerely,


Ron Moore
Real Property Agent



AGENDA ITEM

411
MEETING DATE 7-19-10

STATE BOARD OF ELECTIONS

6400 Mail Service Center • Raleigh, North Carolina 27699-6400

GARY O. BARTLETT
Executive Director

Mailing Address:
P.O. BOX 27255
RALEIGH, NC 27611-7255
(919) 733-7173
FAX (919) 715-0135

July 18, 2006

Memorandum 2006-15

To: County Boards of Elections
From: Gary O. Bartlett
Re: ES&S and Printers

As a result of several exchanges with ES&S regarding printers, printing requirements, and their response to our RFP, the following information is conveyed.

Billing and printing issues will be thoroughly discussed and negotiated before ES&S's contract is renewed.

Counties have the following printing options for November 2006:

- 1) Contract with ES&S using ES&S Partner Printer; an attachment with the contact information accompanies this email.
- 2) Contract with PrintElect directly— PrintElect has first right of refusal with ES&S in North Carolina. An attachment with the contact information accompanies this email.
- 3) Have your printer certified by ES&S. An attachment with the contact information accompanies this email. This process normally takes one to three months depending on the scheduling of ES&S training sessions.
- 4) Contract with non-certified printer using Model 100 specifications conditional that the following requirements are met – Submit printer and contact information to the State Board of Elections; printer shall follow all Model 100 ES&S specifications; test ballots of each ballot style must be submitted to the State Board of Elections for quality assurance testing; failure to adhere will result in a State Board hearing for appropriate action. An attachment with the specifications accompanies this email.
- 5) Print ballots using the Ballot On Demand software.

ES&S requests the following information and advice be provided to county boards of elections.

ES&S calibrates scanners to read a ballot with specific characteristics. It is important to make sure that the ballot paper, ballot dimensions, cut marks, restricted zones and ballot ink meet the precise requirements of the ES&S scanning equipment. Counties should use only ES&S ballot code or digital stock. This paper is specially manufactured for ES&S and is not available through normal paper distribution.

ES&S will not be responsible for the performance of the ballot if a substitute paper is used without specific approval from ES&S. ES&S code or digital stock meets all the specifications for the ES&S Models 100

Order Contact Information	Vendor Name	Contact
Election Systems & Software, Inc. (ES&S) 11208 John Galt Blvd. Omaha, NE 68137 USA Toll Free: 1-800-247-8683 Phone: 402-593-0101 Email: customerservice@essvote.com	ES&S - Birmingham	Mike Alfred
	Paramount Printing	Jon Cummings
	Garner Printing	Byron Martin
Order Contact Information	Vendor Name	Contact
Toll Free: 1-888-662-4237 Phone: 910 323-0162 Email: TammyM@printelect.com	Owen Andrews / PrintElect	Tammy Malone

Address	City	State	Zip
252 Oxmore Court	Birmingham	AL	35209
5299 St. Augustine Rd	Jacksonville	FL	
1697 N.E. 53rd Avenue	Des Moines	IA	50313
Address	City	State	Zip
415 E. Russell St	Fayetteville,	NC	28301



MEMORANDUM

FROM: Ron Rauert
11208 John Galt Blvd.
Omaha, Nebraska 68137
Phone - Direct: (402) 593-0101 ext. 1232 Fax: (402) 593-8107
E-mail: rarauert@essvote.com

DATE: August 25, 2006

TO:

CC:

RE: ES&S Ballot Training Program

This document is submitted in confidence and the disclosure of any of the information contained in any of the documents herein would result in undue loss to ES&S. In consideration of receipt of this document, the recipient agrees to maintain such information in confidence and to not reproduce otherwise disclose this information to any person outside the group directory responsible for its evaluation. There is no obligation to maintain the confidentiality of any information from ES&S that becomes publicly known through no fault of the recipient, or is received without obligation of confidentiality from a third party owning no obligation of confidentiality to ES&S.

A nationally published study reported,

"The single biggest disadvantage to any type of OMR system is that its accuracy is totally reliant upon the quality of the document that it is asked to interpret"

Many important factors are out of an Election Administrators control on Election Day – the voters, poll workers, media, candidates and so on – so it is absolutely necessary to control the factors you can. ES&S believes that ballot management is a factor that must be controlled jointly by our clients and ES&S. Therefore, ES&S has made significant investments in resources that allow us to be the premiere ballot service provider in the United States. We are able to provide an economical approach to our client's ballot production needs, through the ability to select from traditional offset ballot production methodologies as well as taking advantage of newer digital print solutions to provide quality, on time finished ballots to our clients on a national basis. In addition to our company owned facilities, we have built an impressive coast to coast Partner Printer Program that allows ES&S to ramp up our fulfillment capacity to meet the peaks that are predictably experienced throughout the election calendar year.

We do understand however and respect the right of our clients to select a ballot service provider of their choice. If it is not to be ES&S, we have designed a printer training program that provides all of the necessary tools, specifications and rules and regulations that a third party printer must adhere to, to produce a ES&S finished ballot that will be accepted and recorded accurately by your ES&S tabulation device.

The following are the parameters that a third party printer must operate in to produce the ES&S Optical Scan ballot.



MEMORANDUM

1. **Preliminary Requirements**

- A) A letter to ES&S from a current ES&S customer requesting that ES&S engage in the training of a selected third party printer.
- B) Potential third party printers will supply to ES&S an updated and complete equipment list for preliminary review to determine if it is our client's best interest to proceed.
- C) A Purchase Order from either our client or the selected print vendor, in a pre-determined amount, that will cover the subscription fee and any additional expenses.
- D) A signed non-disclosure agreement from the selected print vendor, before we release proprietary, non-transferable, and confidential information regarding ES&S ballot and printing specifications.
- E) Once the selected print vendor has received the ES&S Printer Kit, we will schedule an introduction to, Ballot functionality, the Printer Manual, Quality Assurance tools and the Ballot printing process. This introduction can be either be onsite or via Web-Ex meeting. On site visits will be priced separately.

2. **Fees, Products, and Services**

A) **One-Time Subscription Fee**

There will be an initial subscription fee of \$1,200.00 billable by ES&S to our client or the selected print vendor. This will entitle the selected print vendor to a one time training session, technical consultation by telephone during the initial sample printing phase, and evaluation of printed ballot samples. The above mentioned Printer Kit will also be required, the cost and contents of the kit are listed below. If the printer is outside the contiguous United States, expenses for training are subject to mutual agreement. Expenses for any on-site visits are the responsibility of the printer at our standard hourly rate plus travel and lodging expenses.



MEMORANDUM

B) **Printer Kit**

The items listed below make up the Printer Kit. The Printer Kit has a one time fee based on the tools included.

1) Printer Kit Offset and Digital M100, 650 \$550.00

- ES&S Specifications Manual for M100, 650 Ballots
- 14 inch Overlay front and back #BP-PF14KIT
- 17 inch Overlay front and back #3BP-PF14KIT
- Pass Fail Overlay #50112, #50114
- Sample 14 inch Ballots #ES-Dan 1-5
- 1000 Sheets of generic stock

2) Notification to county and printer of print test

Upon completion of this process, ES&S will acknowledge in writing to our client an their selected printer, that the selected print vendor has been introduced to ES&S ballot printing specifications, has provided to ES&S printed ballot samples that have either met or have failed to meet ES&S ballot printing specifications.

3) ES&S held harmless

After the initial training session is complete ES&S will be held harmless from any future obligations to provide additional training or support of a clients selected third party printer except as provided for in point 2 section D of this document. It will be the client's obligation to insure that their selected print vendor continues to operate within the parameters as set forth in the initial training sessions and the client will be fully responsible for all aspects of the quality of documents produced by their selected print vendor.



MEMORANDUM

C.) **Certified Ballot Stock and/or Artwork**

Your ES&S Vote Tabulation device has been certified by the Election Assistance Commission (EAC) to tabulate ballots at high levels of accuracy when using the prescribed ES&S approved ballot stock. Generic Ballot Stock (currently priced at \$80.00 per thousand) or Pre-Coded Sequenced ballot stock (currently priced at \$90.00 per thousand) must be purchased through ES&S for each election.

- 1.) **ES&S Certified Ballot Stock** - This is Certified Ballot Paper pre-trimmed to specification, and will contain preprinted marks to give instant feedback on proper registration. The Stock can be purchased either as Generic or Sequenced Stock. The Generic stock is blank except for the registration marks and counterfeit detection boxes, the entire ballot image would be printed in one pass. Sequenced stock would be purchased for each precinct or optionally for each ballot style and the ballot image would be overprinted on each sequence.

- 2.) **Ballot Artwork** – Ballot artwork necessary to print an ES&S optical scan ballot can be produced by our clients using ES&S proprietary "Unity" software or ES&S staff will work with our clients to collect all pertinent election information necessary to create the required ballot art work. If our clients rely on ES&S for this aspect of ballot production, ES&S will lay the ballot out to state, local and technical specifications, generate proofs, make any subsequent changes, and ultimately get final sign-off from our client. We in turn will then provide a PDF file for each needed ballot style. This artwork is required for the ES&S Automark marking device. Ballots that are created without using the Unity Software will result in higher programming cost for the jurisdiction.

D.) **On-Going Support & Service**

Technical telephone support by ES&S staff will be provided to the client selected printer on an on-going basis (election to election). The cost of professional support services are billable at \$125.00 per hour (telephone support billable in minimum increments of ¼ hour) and all applicable out-of-pocket expenses (including shipping, mailing, and travel charges when necessary).

If you have any questions regarding the above information, please contact ES&S, and ask to speak to your Customer Service representative 402-970-1100.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 7/19/2010

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

SUBJECT: 74X Union County Regional Transit Service Contract

DEPARTMENT: Central Administration **PUBLIC HEARING:** Choose one....

ATTACHMENT(S):
Contract Amendment #2

INFORMATION CONTACT:
Amy Helms

TELEPHONE NUMBERS:
283-3520

DEPARTMENT'S RECOMMENDED ACTION: Authorize Manager to approve amendment pending legal review

BACKGROUND: For the past several years Union County and the City of Charlotte have had a cooperative arrangement (contract) for public transit service (74X) between points in Union County (including Marshville) and Mecklenburg County. Under the agreement, which is due to expire on July 1st, the City provides public transit services, and Union County assists with the cost.

In the past, the County and City each pay 50% of the net cost of the service, after deducting rider fares and CMAQ Grant revenue. The CMAQ Grant covers the cost of extended service to Marshville. The CMAQ grant expired the end of FY2010. As a result, the service to Marshville is proposed to be discontinued.

For FY2010, each party's cost was \$90,557. For FY2011, total operating costs will decrease from \$362,479 to \$342,912, however due to loss of the grant and decreasing fare revenue from lower than expected ridership, the net operating costs are estimated to be \$223,833 for FY2011. The estimated 50% of the net operating costs for Union County will be \$111,917.

A proposed amendment to extend the term of the agreement for an additional year has been included in your agenda packet along with a copy of the existing agreement.

FINANCIAL IMPACT: The amendment reflects decreasing gross operating costs for the service to \$342,912, from \$362,479 in FY2010. Net operating cost of the service is expected to be

\$223,833 for FY2011, compared to \$181,115 in FY2010. Union County's 50% share of the net operating costs will be \$111,917 and is included in the FY2011 recommended budget. One-twelfth of the recommended appropriation is included in the Interim Budget adopted by the Commission.

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-2534

Party/Vendor Name: City of Charlotte

Party/Vendor Contact Person: Larry Kopf Contact Phone: 704-432-0497

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
 Address: 600 East Fourth Street City: Charlotte State: NC Zip: 28202

Department: Central Administration Amount: \$111,921

Purpose: Union County Regional Transit Service (74X); Amendment #2

Budget Code(s)(put comma between multiple codes): 10556900-5630

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: _____ Date: _____

ATTORNEY

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

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

Approval by Manager per authorization of Board

Date of Board authorization: _____ Attorney's Signature: _____

Approval by Manager subject to authorization by Board Date: _____

Date Board authorization requested: _____

Clerk to confirm authorization given _____

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: 7/1/10

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: _____

**SECOND AMENDMENT TO
74x UNION COUNTY REGIONAL TRANSIT SERVICE CONTRACT
BETWEEN THE
CITY OF CHARLOTTE
AND
UNION COUNTY**

THIS SECOND AMENDMENT TO THE 74X UNION COUNTY REGIONAL TRANSIT SERVICE CONTRACT (the "Amendment") is made and entered into as of _____, by and between the City of Charlotte, a North Carolina municipal corporation (the "City"), and Union County a North Carolina municipal corporation doing business in North Carolina (hereinafter "Union County").

Statement of Background and Intent

- A. The City and Union County entered into the Union County Regional Transit Service Contract dated July 1, 2008 (the "Contract") pursuant to which the City agreed to provide regional transit services to Union County.
- B. The parties now desire to amend the Contract to reflect an decrease in the contract annual total amount to three hundred forty-two thousand, nine hundred sixteen dollars (\$342,916.00). The net of total less farebox revenue is two hundred twenty-three thousand, eight hundred forty-one dollars (\$223,841.00), fifty-percent of which is to be reimbursed to CATS by Union County.
- C. The CMAQ grant has expired.
- D. The City and Union County will each pay fifty percent of the net cost after fare revenue.

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

A G R E E M E N T

- 1. Section 3.2 of the Contract is amended to state that Union County shall pay to the City of Charlotte: one hundred eleven thousand, nine hundred twenty-one dollars, (\$111,921.00) on an annual basis in monthly installments of nine thousand, three hundred twenty-six dollars and seventy-five cents (\$9,326.75) starting July 1st, 2010, until June 30th, 2011.
- 2. Except to the extent specifically provided above, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under the Contract.
- 3. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Amendment to be executed as of the date first written above.

WITNESS:

CITY OF UNION COUNTY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

CITY OF CHARLOTTE:

BY: _____

TITLE: _____

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

City's Finance Officer

Date

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 7/19/10

Action Agenda Item No. 412b
(Central Admin. use only)

SUBJECT: Netsmart Technologies annual software maintenance agreement

DEPARTMENT: Public Health

PUBLIC HEARING: No

ATTACHMENT(S):
Software Maintenance Agreement

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:
704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Continue Contract with Netsmart (renewal)

BACKGROUND: Union County Health Department contracts with NETSMART Technologies, Inc. for maintenance and software support for our practice management software. This includes but is not limited to patient registration, billing, immunizations, encounters, etc. This service agreement has been in place for several years and is up for annual renewal.

FINANCIAL IMPACT: \$20,655.97

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

Party/Vendor Name: Netsmart Technologies

Party/Vendor Contact Person: Mary Ronan, Accounts Receivable Supv. Contact Phone: 614-932-6764

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

Address: 570 Metro Place North City: Dublin State: OH Zip: 43017

Department: Health Amount: \$20,655.97

Purpose: Annual software maintenance agreement

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

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

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

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

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

Department Head's Signature: Phillip E. Tate Date: 6/29/10

Approval by Board

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 Board authorization requested: _____ Date: _____

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: _____



570 Metro Place North
Dublin, OH 43017
800.434.2642
www.ntst.com

June 23, 2010

Dear Customer:

Netsmart Technologies, Inc. requires all of our customers to return a signed Software Maintenance Agreement to continue support services. This support will automatically renew for additional twelve month term(s) unless either party notifies the other of its intent to terminate this agreement 90 days in advance of the end of the current term. Please sign and return one copy of the enclosed Support Maintenance Agreement. The other copy is for your records.

Please return your signed agreement by mail to Netsmart Technologies, Inc., 570 Metro Place North, Dublin, Ohio 43017.

The address for payment is:
Netsmart Technologies, Inc.
P.O. Box 415862
Boston, MA 02241-5862

Please call me at 614-932-6764 or contact me by email mrnan@ntst.com if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Mary Ronan". The signature is written in a cursive, flowing style.

Mary Ronan
Accounts Receivable Supervisor
Netsmart Technologies, Inc.

SOFTWARE MAINTENANCE AGREEMENT
TERMS AND CONDITIONS

Netsmart Technologies, Inc.
3500 Sunrise Highway, Suite D-122
Great River, NY 11739

(800) 421-7503

SOFTWARE MAINTENANCE AGREEMENT

This Agreement is entered into between Netsmart Technologies, Inc. ("NETSMART") and the organization listed on Exhibit A ("Customer") as of **July 1, 2010**.

Subject to Customer's payment of the charges specified in Exhibit A to this Agreement, NETSMART agrees to provide Customer with maintenance and software support for the software listed on Exhibit A to this Agreement in accordance with the following terms and conditions.

1. SERVICE HOURS

NETSMART will provide maintenance and support service to Customer by telephone between the hours of 8:30 a.m. and 5:00 p.m., Customer local time, Monday through Friday, except that service shall not be available on scheduled holidays observed by NETSMART.

- New Year's Day
- Martin Luther King Jr., Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

2. EFFECTIVE DATE AND TERM

This Agreement will be effective as of the date specified in Exhibit A and continue in full force and effect for a twelve month period, unless terminated earlier pursuant to Section 6 or 7 of this Agreement. The Agreement will automatically renew for additional twelve month term(s) unless either party notifies the other of its intent to terminate this Agreement 90 days in advance of the end of the current term.

In the event that Customer licenses additional software modules during the term of this Agreement, at Customer's option, this Agreement shall be extended to cover maintenance and support for such modules. Customer shall pay the applicable annual fee for the new modules, which shall be prorated for the support period beginning on the date the new software module is covered by this Agreement until the termination date of the current term of this Agreement. NETSMART shall prepare an amended Exhibit A to reflect these changes in software and fees, which shall replace the existing Exhibit A.

Upon commencement of the term of this Agreement, NETSMART's obligation to Customer under any prior agreement for maintenance service for software listed on Exhibit A will cease and neither the Customer nor NETSMART shall have any further obligation to the other in connection with the prior agreement, except for payment by Customer for charges incurred thereunder.

3. CHARGES and PAYMENT TERMS

The fees for Annual payments are as indicated on Exhibit A.

Charges will be invoiced annually 30 days in advance of the start of the term and payable no later than 30 days after invoice.

NETSMART reserves the right to change the fees charged for services provided under this Agreement on an annual basis. Such an increase will be limited to five percent per year. Should NETSMART not increase the annual maintenance fee for one or more years, it may, at its option, increase the maintenance more than the stated five percent annual rate at some future time, but in no event will the increase be greater than the cumulative increase would have been for the number of lapsed years since the last fee increase. In the event of a fee change, an Amended Exhibit A shall be prepared to reflect such change.

Any other charges incurred in addition to the basic annual or monthly fees, including fees related to adding new software modules to be covered by this Agreement, will be invoiced to the Customer as incurred and will be due and payable within 30 days of invoice.

4. UPGRADES

Under this Agreement, NETSMART will make available to Customer the upgrades and enhancements to the covered software modules that are generally made available to its customers. NETSMART is under no obligation to provide a software upgrade except to support federally mandated requirements. NETSMART will make available to Customer only those upgrades that are applicable to the hardware platform specified in the Software License Agreement covering the software modules.

5. MAINTENANCE SERVICE

Under this Agreement, NETSMART will use all reasonable commercial efforts to make all necessary adjustments, corrections, repairs and "software bug fixes" necessary to keep the software, when installed on the supported hardware and with the appropriate database, operating in compliance with the manuals and documentation provided pursuant to the Software License Agreement covering the software modules.

It is Customer's responsibility to obtain, install and maintain the operating system and database

versions supported by NETSMART. A current list of supported operating systems and databases may be obtained from NETSMART upon request. NETSMART will provide advance notice to Customer when an operating system or database version will no longer be supported.

When necessary, Customer agrees to provide NETSMART's representatives with online or dial-up access to the Customer software and equipment on which the software runs in order for NETSMART to effect necessary adjustments and repairs. All adjustments and repairs will be provided during the regular service hours stated in Section 1. Any request by the Customer to perform work outside of these regular service hours will be subject to charges by NETSMART at the rate of \$225.00 per hour.

This Agreement does not require NETSMART to provide new modifications or enhancements to the covered software modules that are not offered to all NETSMART customers. In addition, this Agreement does not cover adjustments or repairs made necessary due to operator error, equipment failure or improper use of the software by Customer. Any maintenance that is required to correct problems resulting from other than routine operation of the software will be invoiced to the Customer as an additional charge.

6. ALTERATIONS AND ADDITIONS

NETSMART will not be responsible to the Customer for loss of the use of the software or for any other liabilities arising from alterations, additions, adjustments, or repairs which are made to the software by other than an authorized representative of NETSMART, if in the opinion of NETSMART, such alterations, additions, adjustments, or repairs adversely affect NETSMART's ability to render maintenance service for the software. In such case, NETSMART reserves the right to terminate this agreement immediately upon written notice to the Customer and NETSMART shall not be required to rebate any fees paid pursuant to this Agreement.

7. GENERAL

If NETSMART or Customer materially breaches any of the terms or conditions of this Agreement and such default continues for 30 days after written notice by the other party, this Agreement may be terminated by such other party. However, if a material breach of this Agreement is of such a type as cannot be corrected within such 30 day period, the termination shall not be effective as long as the defaulting party has taken steps to correct such breach within the 30 day time period and continues to work in good faith to correct the breach, using reasonable commercial efforts, within a reasonable time thereafter. In the event of default for nonpayment by Customer, all amounts due NETSMART shall become immediately due and payable and NETSMART shall have no continuing obligations under this Agreement.

This Agreement and Customer's rights thereunder may not be assigned, sold, pledged or transferred in any manner without the prior written consent of NETSMART.

NETSMART will not be liable for any failure or delay in performance due in whole or in part to any cause beyond NETSMART's reasonable control. In no event shall NETSMART be liable under any claim, demand or action arising out of or relating to NETSMART's or the software's performance under this Agreement for any SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (including but not limited to loss of anticipated profits, loss of use, loss of data or loss of business) regardless of whether or not NETSMART or its employees have been advised of the possibility or likelihood of such damages. NETSMART's total liability for damages arising out of or in connection with this Agreement shall in no event exceed the amount of all payments actually received from Customer during the 12 month period immediately prior to the termination of this Agreement. Any notice permitted or required under this Agreement will be sent by registered or certified mail to the address shown on the most recent invoice paid, effective upon delivery.

This Agreement may be amended only by an instrument in writing executed by the Customer and NETSMART.

EXCEPT AS STATED ELSEWHERE IN THIS AGREEMENT, NETSMART PROVIDES NO EXPRESS OR IMPLIED WARRANTY OF THE SOFTWARE OR SERVICES COVERED BY THIS AGREEMENT AND SPECIFICALLY DOES NOT PROVIDE ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXECUTED BY:
Union County Health Department

Signature

Printed Name

Title

Witness

Date

EXECUTED BY:
Netsmart Technologies, Inc.

Signature

Joseph McGovern
Executive Vice President Operations

Witness

Date

Exhibit A

Maintenance Agreement Number	10-0007025-01M
Customer Name	Union County Health Department
Customer Address and Contact Info	1224 West Roosevelt Blvd. Monroe, NC 28110 Attn: Cynthia Fisher (704)296-4803
Software Modules Covered	PCMS Patient Registration PCMS Appointment Scheduling PCMS Patient Encounters PCMS Patient Accounting PCMS Immunization PCMS HSIS Reporting PCMS Clinical Management Report PCMS No-Name Immunization PCMS Rectrans PCMS ERP Medicaid PCMS Write Off
# of Concurrent Users Licensed	60
Effective Date of Agreement	July 1,2010 to June 30,2011
Term of Agreement	One year with autorenewal for additional year(s) unless termination notice given 90 days prior to renewal date
Fee Payment	\$20,655.97/payable annually

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: July 19, 2010

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

SUBJECT: Audio-Visual Systems Annual Maintenance Contract

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

ATTACHMENT(S): _____ **INFORMATION CONTACT:**
Barry Wyatt

TELEPHONE NUMBERS:
704-283-3868

DEPARTMENT'S RECOMMENDED ACTION: Approve Audio-Visual Systems Annual Maintenance Contract with ClarkPowell and authorize the County Manager to execute the contract documents subject to Legal review and adoption of the FY11 budget.

BACKGROUND: The County has an investment of approximately \$1 million dollars in audio-visual systems in the Government Center, the Judicial Center and the Agricultural Services and Conference Center. This contract provides for unlimited on-site services including:

1. Repair of any defect to the systems.
2. On-site or off-site response for troubleshooting, diagnostics and system adjustments.
3. De-install/re-install of equipment that needs repair.
4. Shipping to and from a manufacturer or a ClarkPowell office.
5. Control system modifications.
6. Four (4) annual preventative maintenance visits per year.
7. Priority status for in-shop diagnostics and repairs at ClarkPowell Service Centers.
8. Loaner equipment for minimum downtime.

FINANCIAL IMPACT: \$29,000 annually included in the FY2011 recommended budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

UNION COUNTY – CONTRACT CONTROL SHEET

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

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2542

Party/Vendor Name: ClarkPowell

Party/Vendor Contact Person: George Valentim Contact Phone: 704-525-4223

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: 980 Blairhill Road, Suite 112 City: Charlotte State: NC Zip: 28217

Department: General Services Amount: \$29,000.00

Purpose: Audio-Visual Systems Service Contract

Budget Code(s)(put comma between multiple codes): 10542620-5381

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

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: 7/1/10

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: *Benny D. Wyatt* Date: 7/14/10

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

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

Approval by Manager per authorization of Board

Date of Board authorization: _____ Attorney's Signature: _____

Approval by Manager subject to authorization by Board Date: _____

Date Board authorization requested: _____

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 Current COI on file

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: *Debra Charles* Date: 7/14/10

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: _____



Union County

System Assurance Plan

Date: June 30, 2010

Prepared and Submitted by

ClarkPowell
980 Blairhill Rd. Suite 112
Charlotte, NC 28217

Contact: George Valentim
Phone: 704-525-4223 Fax: 704-525-7147
E-mail: gvalentim@clark-powell.com



Section 1**INTRODUCTION**

ClarkPowell recognizes that your courtroom and Commissioner's systems are essential to your organization's goals and we have designed our Service Department accordingly, with the primary focus on minimizing system downtime.

As most of your systems' pieces have a standard warranty from the manufacturer, ClarkPowell also applies our own standard warranty on our solutions. A ClarkPowell System Assurance Plan extends the features of our standard system warranty while also accounting for your other service needs.

Our 14-point System Assurance Plan focuses on client needs and requested benefits such as:

- On-site priority response and resolution
- Certified technical support staff
- Loaner equipment for minimum downtime
- Preventative maintenance for system longevity
- Priority status for in-shop diagnostics and repairs
- Reliable delivery of service support

As part of our scope of work, ClarkPowell will perform maintenance on all components of your system using our own technical resources. We have developed and invested in our own in-house expertise to increase our ability to resolve problems quickly, independent of a manufacturer's representative, which may be located in a remote part of the country. We are your local single point of responsibility.

It is our intention to provide you with the best service possible at the most reasonable cost. Our goal is to keep your system running at peak performance with regular inspection and maintenance, thus minimizing any downtime. When repairs are necessary, we will provide you with quick turnaround and priority diagnosis. Your complete satisfaction is our goal.



Section 2
SYSTEM ASSURANCE DETAILS

DESCRIPTION	CLARKPOWELL SYSTEM ASSURANCE PLAN
ClarkPowell will repair, at no cost to the client, any defect in the system directly related to the services provided by ClarkPowell within twelve months after system completion or beneficial use.	Term of Agreement
Service support availability, Monday - Friday, 8 a.m. - 5 p.m. EST	✓
On-site priority response status from system completion or beneficial use.	Term of Agreement
On-site response for technician to perform system troubleshooting and diagnostics, and perform repairs and adjustments to restore system operation.	Maximum Next Bus. Day
Rental rates for workaround loaner. (If an item is in the ClarkPowell rental pool it will be made available on a priority status to System Assurance Plan holders.)	Free
Crestron Control System Modifications (Minor revisions in appearance of control panel(s) but no functionality changes.)	Unlimited
Labor to de-install/re-install equipment covered under manufacturer warranty.	✓
Custom programming changes of Crestron Control System (Changes to accommodate limited functionality or simplistic equipment additions to the systems that we installed.)	2 per year
Technician to perform off-site remote diagnostics and troubleshooting (IP or Ethernet solutions).	✓
Preventative Maintenance Visits ClarkPowell technicians to perform on-site scheduled comprehensive maintenance sessions for routine cleaning, adjustments, alignments and repairs at designated times throughout the year.	✓
Priority status for in-shop diagnostics and repairs at ClarkPowell Service Centers.	✓
All materials and parts on-site and in-shop (excluding catastrophic parts* not covered by manufacturer warranty and consumables).	✓
Shipping to and from a manufacturer or a ClarkPowell office.	✓

* Catastrophic parts include video head assemblies, disk drives, projection tubes, CRTs, LCD assemblies, prism assemblies and complete circuit boards.

NOT COVERED is repair or replacement of equipment damaged by accident, lightning, fire, theft, neglect, misuse and Acts of God. Failure or fluctuation of electrical power, inadequate environmental conditions, attempts made by the Client or other vendors to repair or modify the equipment, operational errors or other conditions not under the control of ClarkPowell. Service at the Client's request outside of standard operating hours and service requested by the Client for rearrangement, such as additional wiring, moving other equipment or cables, or relocating equipment.

"Consumables" shall be defined as stated in a letter from Naomi Baker (a Technical Services Coordinator for ClarkPowell), dated March 11, 2008, attached and incorporated herein by reference.

Section 3

SCHEDULE OF SERVICES

Maintenance Services Include:

This Assurance Plan will include unlimited on-site service related to the systems listed in the "Location of Systems" section. All labor is covered including:

- Repair of any defect to the system related to services provided by ClarkPowell.
- On-site or off-site response for troubleshooting, diagnostics and system adjustments. (including travel)
- De-install/re-install of equipment that needs repair.
- Shipping to and from a manufacturer or a ClarkPowell office.
- Control system modifications (limited to minor revisions in appearance of control panels.)
- Preventative Maintenance Visits *
- Priority status for in-shop diagnostics and repairs at ClarkPowell Service Centers.

* The Assurance Plan will include four (4) preventative maintenance visits per year. **Except in the Judiciary Center Courtrooms. This location will only get two (2) preventative maintenance visits per year.** During these visits the technicians will test system functionality, clean the filters on all LCD Projectors, and perform operational checks to identify conditions that may lead to early equipment failure. Malfunctioning equipment requiring shop repair will be returned to a ClarkPowell repair facility with customer authorization. These repairs will be assigned priority status.

Location of Systems:

All audio/video and control systems supplied and installed by ClarkPowell and existing systems limited to the 3 courtrooms with Video Arraignment Systems, 5 courtrooms with audio/sound systems only, the Commissioner's Boardroom, lobby plasma units, the Main Banquet/Exhibit Hall and the kitchen video system.

Field Repair and Response Time:

The client is to contact ClarkPowell's "Primary Service Contact" by phone when system issues are encountered. Our Service Coordinator will immediately field the specific service issue. The technical response to the service issue will be made within 4 hours by phone to help find a solution.

Please provide the following information to our Service Coordinator on the initial call:

1. Exact location of the system in question. (Room # & Building)
2. What is happening to the system when you try to use it? (As much description as possible).
3. Attempts, if any, to resolve the issue internally. (What have you tried?)
4. When is the room available for a service visit?

ClarkPowell will provide on-site response no later than 24 hours after determining that phone response/troubleshooting will not resolve the issue(s) at hand provided the room is available.

On-site service work is to be performed during standard operating hours (8:00am to 5:00pm, Monday through Friday excluding holidays observed by ClarkPowell).

ClarkPowell Service Contacts:

Primary Service Contact (8 – 5 Eastern):

- Naomi Baker – (Service Coordinator)

800-532-1099

naomi@clark-powell.com

Term of Agreement:

This agreement shall extend for a period of 12 months.

Items Not Covered:

Services not included in this agreement and which, if performed, will incur additional charges at then current ClarkPowell rates are:

- Maintenance of accessories, attachments or other devices/systems not listed in "Location of Systems".
 - Repair / replacement of equipment damaged by accident, lightning, fire, theft, neglect, misuse and Acts of God.
 - Failure / fluctuation of electrical power or inadequate environmental conditions.
 - Attempts made by the client or other vendors to repair or modify the systems, correct operational errors or other conditions not under the control of ClarkPowell.
 - Service provided at the client request outside of standard operating hours.
 - Service requested by the client for rearrangement, such as additional wiring, moving other equipment or cables, or relocating equipment.
 - Additional training requested by the client for new employees or for advanced applications.
 - Pre-event System Inspections/Set-ups that require a ClarkPowell technician to remain on-site for longer the two hours will be charged at current hourly rates. (On-site rates will not exceed \$135.00 per hour.)
-
-

Section 4**OFFER ACCEPTANCE**

THIS AGREEMENT Including the terms of Sections 1 through 4, is made and entered into This 01 day of July **2010**, by and between **Union County*** ("Purchaser") with its principal place of business at **500 North Main Street, Monroe, NC 28112** and ClarkPowell, ("Seller") a North Carolina corporation, with its principal place of business located at 110 Regent Dr. Winston-Salem NC 27103. The term of this agreement will be 12 months from the above date and the cost is **\$29,000** to be paid in quarterly payments of \$7,250. Payment is due twenty (20) days from Purchaser's receipt of invoice.

* , a political subdivision of North Carolina.

**

PURCHASER: Union County

SELLER: ClarkPowell

Signature: _____

Signature: _____

Print Name: _____

Print Name: Naomi Baker

Title: _____

Title: Technical Services Cordinator

Date: _____

Date: _____

**Seller agrees to purchase and maintain throughout the life of this contract insurance as is required.

***Seller may not assign or subcontract any of the rights or duties of this agreement without Purchaser's prior written consent.



March 11, 2008

Union County
Monroe, NC 28112
Attn: Courtney Ritchie

Courtney,

With regards to the "consumable" items question on the proposed System Assurance Plan for Union County, consumable items can be defined as working parts designed to be used up. For example, lamps in projectors, batteries in wireless microphones and blank DVDs for recording. Typically, the greatest consumable expense to a system owner is replacement projector lamp assemblies. Currently, replacement lamp assemblies for the projectors in your system range in price from \$500 to \$580.

Parts with normal wear and tear life spans such as, motor drive belts and fans in projectors are covered under this contract.

Courtney, I hope this is helpful. Please let me know if I can do anything more for you. We are looking forward to a long working relationship with Union County.

Best Regards,

Naomi Baker

ClarkPowell
Technical Services Coordinator

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: July 19, 2010

Action Agenda Item No. 4/2d

(Central Admin. use only)

SUBJECT: Motorola Service Agreement

DEPARTMENT: Communications

PUBLIC HEARING: No

ATTACHMENT(S):
Service Agreement

INFORMATION CONTACT:
Dawn Hinkel

TELEPHONE NUMBERS:

704-283-3550

704-681-2746

DEPARTMENT'S RECOMMENDED ACTION: Approval of Service Agreement

BACKGROUND: Annual renewal of service agreement with Motorola to provide maintenance and support of the conventional radio system. This renewal is necessary even with the 800 Mhz system coming on line. We will have to keep the conventional side operational for paging and until all emergency service agencies are able to migrate over to the 800 system. It is in the plan to keep the conventional radios up until at least 2013 when FCC will require narrow banding. This service agreement will provide 24/7 support and maintenance for all equipment/infrastructure associated with the conventional system located at tower sites as well as in the dispatch center.

FINANCIAL IMPACT: \$76,666.57

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**SUMMARY STATEMENT/OFFER TO PURCHASE REAL PROPERTY
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES**

AGENDA ITEM

TO: UNION COUNTY

DATE: September 23, 2009
TO: Lessee, if Applicable
N/A

4/3
MEETING DATE 7-19-10

TIP NO.: _____
COUNTY UNION

WBS ELEMENT: 41775.1
PARCEL NO.: 003

DESCRIPTION: Intersection of (SR 1007) Rocky River Rd and (SR 1315) New Town Rd.

Dear Property Owner:

The following offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. Please retain this form as it contains pertinent income tax information.

Value of Part Taken (Includes Land, Improvements And Appurtenances Considered as Realty)	\$	<u>1,075.00</u>
Damages, if any, to Remainder	\$	<u>0.00</u>
Benefits, if any, to Remainder	\$	<u>0.00</u>
TOTAL	\$	<u>1,075.00</u>

The total offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition by easement and deed :

Subject property described in Deed Book 0099, page 358, Union County Registry, contains approximately 0.6 acres of which 0.02 acres is being acquired as right of way, leaving 0.58 acres remaining with access to Rocky River Road and New Town Road.

(B) The offer for improvements considered as realty includes payment for the improvements and appurtenances described below. Should you desire to retain these improvements, you may repurchase them for a retention value with the stipulation that you remove them from the acquisition area at no expense to the Department.

N/A

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant/buildable lot, as explained to you by the Right of Way Agent, the total offer would be: \$ N/A.

I will be available at your convenience to discuss this matter further with you. My telephone number is 704-982-9181 in Albemarle, North Carolina.

The original of this form was handed/mailed, if out of state owner, to Charles P. O'Cain, Union County Public Works on September 23, 20 09. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

(Signed) _____
Drew S. Patton Right of Way Agent

Revenue Stamps \$ _____

EASEMENT FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY: Neil Burleson CHECKED BY: _____

RETURN TO: NC DOT Right of Way Office
206 Charter Street
Albemarle, NC 28001

NORTH CAROLINA
COUNTY OF Union
TAX MAP AND LOT 09381025

State Highway Project No.: 41775.2
WBS ELEMENT: 41775.2
PARCEL NUMBER: 090SR1315-003
ROUTE: Rocky River Rd

THIS DEED OF EASEMENT, entered into this the _____ day of _____ 20 10
by and between Union County, A Body Politic and Corporate
hereinafter referred to as the GRANTORS, and the DEPARTMENT OF TRANSPORTATION, an agency of the State of
North Carolina, hereinafter referred to as the DEPARTMENT;

WITNESSETH

THAT the GRANTORS, for themselves, their heirs, successors, executors and assigns, for and in consideration of the sum of \$ _____ agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, a perpetual easement for highway purposes, over a portion of real property described in deed(s) recorded in Book 99 Page 358 and recorded _____ in the Office of the Register of Deeds of Union County, said easement being described as follows:

Point of beginning being a point in the southeast line of the undersigned, and being N 67°51'09" W, 41.56 feet from of a Point in the Center Line of -L-, Sta. 20+00; thence to a point on a bearing of N 38°25'55" W, a distance of 36.3 feet (11.07 meters); thence along a circular curve 31.8 feet (9.70 meters) and having a radius of 1030.0 feet (313.94 meters). The chord of said curve being on a bearing of S 33°06'14" W, a distance of 31.8 feet (9.70 meters); thence to a point on a bearing of S 25°14'23" E, a distance of 17.9 feet (5.47 meters); thence to a point on a bearing of N 65°56'28" E, a distance of 35.4 feet (10.79 meters); returning to the point and place of beginning.

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4m reference to which plans is hereby made for purposes of further description and for greater certainty.

This DEED OF EASEMENT is subject to the following provisions only: The DEPARTMENT will not cause any damage to the Historical Marker located on said property.

There are no conditions to this DEED OF EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and the grantors, for themselves, their heirs, successors, executors and assigns, release the DEPARTMENT from any and all claims for damages by reason of said easement herein conveyed over property of the GRANTORS and the past and future use thereof by the DEPARTMENT, its successors and assigns, for all purposes for which the DEPARTMENT, its successors and assigns, is authorized by law to subject the same.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

UNION COUNTY, A BODY POLITIC AND CORPORATE

BY: _____ CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST: _____ CLERK TO THE BOARD

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

	STATE OF _____ COUNTY OF _____
	I, _____ a Notary Public for said County and State, certify that _____ personally came before me this day and acknowledged that he/she is _____ of _____
	and that by the authority duly given and as the act of the County, the foregoing instrument was signed in its name by its _____ Chairman, and attested by _____ as its Clerk.
	Witness my hand and official stamp or seal, this the _____ day of _____, 20 _____.
	My commission expires _____ Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20 _____ in Book _____, Page _____ at _____ o'clock _____ M. REGISTER OF DEEDS FOR _____ COUNTY

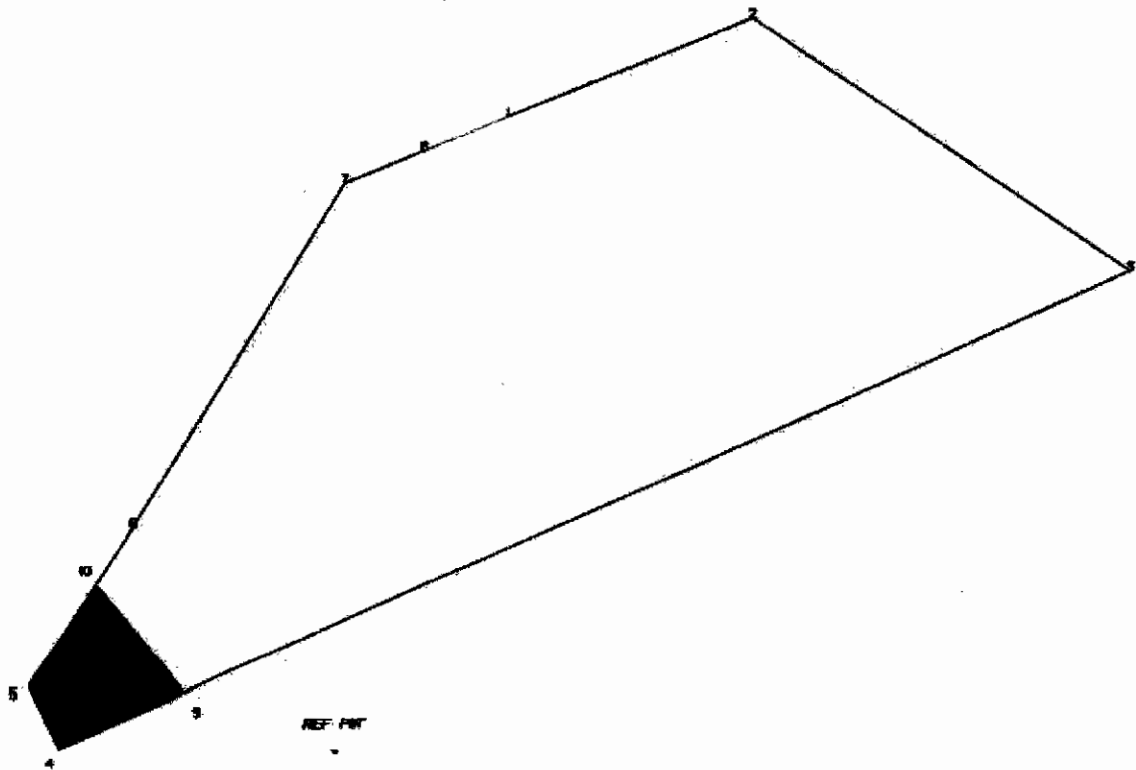
BY: _____ Deputy/Assistant - Register of Deeds

COLOR	DESCRIPTION	SOR FT		ACRES		SOR #		HECTARES	
		NO. LEFT	NO. RIGHT	NO. LEFT	NO. RIGHT	NO. LEFT	NO. RIGHT	NO. LEFT	NO. RIGHT
FROM - TO	DISTANCE (FT/MI)	BEARING		RADIUS (FT/MI)		CURVE LENGTH (FT/MI)			
REF - 9	46	102		11 1/2					
9 - 10	36.5	107		11 1/2					
10 - 5	38	107		11 1/2					
5 - 4	17.3	107		11 1/2					
4 - 9	36.4	107		11 1/2					

TYPE	COUNT	SOR FEET	SOR METERS
RWD LEFT	1	102	31.1
RWD RIGHT	0	0	0
PDE LEFT	0	0	0
PDE RIGHT	0	0	0
TCE LEFT	0	0	0
TCE RIGHT	0	0	0
TSE LEFT	0	0	0
TSE RIGHT	0	0	0
PNE LEFT	0	0	0
PNE RIGHT	0	0	0
OTHER LEFT	0	0	0
OTHER RIGHT	0	0	0

This report was prepared by the North Carolina Department of Transportation
 and is not to be used for any other purpose without the express written consent
 of the Department. The Department is not responsible for any errors or omissions
 in this report. The user of this report is advised that the Department is not
 liable for any damages, including consequential damages, arising from the use
 of this report. The Department is not responsible for any errors or omissions
 in this report. The user of this report is advised that the Department is not
 liable for any damages, including consequential damages, arising from the use
 of this report.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
DIVISION OF HIGHWAYS	
URSON COUNTY PUBLIC WORKS	and JAMES EDGAR BOON
PARCEL # 001	Project # 001
08 99 PG 200	UNIVERSITY



THIS PLAN IS NOT A GUARANTEE THAT THE DIMENSIONS OF A
 ROAD OR STRUCTURE WILL BE EXACTLY AS SHOWN ON THIS
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NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
HIGHWAY DIVISION	
WAKE COUNTY PUBLIC WORKS	THE NEW BRIDGE ROAD
PROJECT # 100	JULY 15, 1968
10-00-10-200	AS SHOWN

AGENDA ITEM
4/4
MEETING DATE 7-19-10

MOTOR VEHICLE TAX REFUNDS
for JUNE 2010

Approval of Board of County Commissioners not required:

Collector Refunds for JUNE 2010	4,075.95
(adjustments to JUNE collector refund register)	(280.30)

To be approved by Board of County Commissioners on 7-19-10
(to be submitted by Assessor's Office)

Assessor Refunds for JUNE 2010	629.26
(adjustments to JUNE assessor refund register)	(212.13)

Approval requested for overpayments:

Overpayments for JUNE 2010	<u>5,366.39</u>
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Total to be refunded for JUNE 2010	<u><u>9,579.17</u></u>
------------------------------------	------------------------

Debbie Cox
7-2-2010

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

Month	Tax Year 2009 (FY 2009 - 2010)			
	Releases	Refunds	Discoveries	Rollbacks
July				\$32,996.17
August	\$12,769.86	\$21,223.12	\$196.50	\$5,803.85
September	\$178,625.34	\$29,082.72	\$122,400.18	\$0.00
October	\$102,187.83	\$12,320.71	\$126,007.46	\$23,914.09
November	\$22,375.56	\$6,486.97	\$47,814.77	\$8,621.35
December	\$51,439.12	\$4,025.36	\$5,652.59	\$856.37
January	\$42,138.51	\$4,334.49	\$62,147.24	\$32,031.49
February	\$68,173.84	included in releases	\$63,440.02	\$2,263.82
March	\$51,828.88	included in releases	\$40,466.57	\$3,497.10
April	\$21,607.50	included in releases	\$25,211.15	\$10,129.17
May	\$66,237.90	included in releases	\$39,964.37	\$224.94
June	\$58,480.62	\$299.25	\$28,339.14	\$20,317.99
Year-to-Date	\$675,864.96	\$77,772.62	\$561,639.99	\$140,656.34
NET	\$753,637.58		\$702,296.33	(\$51,341.25)

MEETING DATE

#

4/5a db

AGENDA ITEM

REFUND JUNE 2010

Acct #	Name	Reason for Change	Real Valu	Pers. Val	UCGT	Totals
2008						-
09298267	BAKER GEORGE V & LILA E	DWG WAS NOT ASSESSED	45,000		299.25	299.25
Totals-2008			45,000	-	299.25	299.25

AGENDA ITEM
4/5a
MEETING DATE 7-19-10

RELEASES JUNE 2010

Acct #	Name	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	HembyGT	HembyLL	SpringsGT	SpringsLL	StallGT
2010												
09273115 01	SLEDGE NORMA R & TUTTL	32,060		213.20								
01201013A	MCGINN SHELBY LOUISE				372.53							
09298267	BAKER GEORGE V & LILA E				473.85							
50099960	GARRIS PHILLIP ALLEN		63,509	422.34								
Totals-2010		32,060	32,060	636.54	846.38	-	-	-	-	-	-	-
2009												
50070592	RUSHING WILLIE MACK & MARTHA		7,060	46.95	4.69							
50098995	L&N TRUCKING INC		14,920	99.22	9.92							
50074461	DODSON JONATHAN R & KATHRYN LYNN		14,900	99.09	9.91					4.56	0.46	
07027396 02	UNIVERSAL LAND & DEVELOP	32,580		216.66								
09417001B	STONEBRIDGE GOLF ACQU	4,064,120		27,026.40						1,243.62		
50072274	LONG RAY C FARMS	539,837		3,589.92								
06030249	BEVERLY JANICE	303,510		2,018.34						92.87		
50072274	LONG RAY C FARMS		467,477	3,108.72								
06030249	BEVERLY JANICE	1,095,680		7,333.10						338.69		
01201013A	MCGINN LOUISE SHELBY	65,250		433.91								
50102943	LUXOTTICA		75,000	498.75	49.88							
09298267	BAKER GEORGE V & LILA E	45,000		299.25								
50094283	HELMS GLORIA		5,880	39.10	3.91							
50089072	SMITH CYNTHIA M		9,510	63.24	6.32			4.69	0.47			
50084085	CARVRER LIVING TRUST		11,570	76.94	7.69							4.70
50084025	PHIFER TERRY LEE		1,060	7.05	0.70							
50080201	STEGALL ANTHONY NELSON & RHONDA		9,410	62.58	6.26							
50073017	WILLIAMS BRADLEY FRANKLIN		2,220	14.76	1.48					0.68	0.07	
50087869	WILLIS JUDITH		18,140	120.63	12.06							
50099687	OLYMPUS FINANCIAL SERVICES		28,750	191.19	19.12							
50090618	C & H DAY CARE		2,300	15.30	1.53							
50099585	HERNANDEZ RAFAEL JIMENEZ		15,960	106.13	10.61							
50066214	SMITH DOUGLAS F CO		18,460	122.76	12.28			9.10	0.91			
50073709	COUICK RONALD & PEGGY		40,240	267.60	26.76					12.31	1.23	
50094883	EA TECHINICAL SERVICES INC		83,517	555.39								
Totals-2009		6,100,977	504,367	46,412.98	183.12	-	-	13.79	1.38	1,692.73	1.76	83.91
2008												
50070592	RUSHING WILLIE MACK & MARTHA		2,770	18.42	1.84							
07027396 02	UNIVERSAL LAND & DEVELOP	32,580		216.66								
06030249	BEVERLY JANICE	303,510		2,018.34						92.87		

MEETING DATE 7-14-10

456

AGENDA ITEM

RELEASES JUNE 2010

Acct #	Name	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	HembyGT	HembyLL	SpringsGT	SpringsLL	StallGT
01201013A	MCGINN SHELBY LOUISE	65,250		433.91								
50094283	HELMS GLORIA		1,990	13.23	1.32							
50084025	PHIFER TERRY LEE		1,120	7.45	0.74							
50073017	WILLIAMS BRADLEY FRANKLIN		2,337	15.54	1.55					0.72	0.07	
50099687	OLYMPUS FINANCIAL SERVICES		25,000	166.25	16.63							
50099585	HERNANDEZ RAFAEL JIMENEZ		18,870	125.49	12.55							
50066214	SMITH DOUGLAS F CO		16,050	106.73	10.67			7.91	0.79			
50073709	COUICK RONALD & PEGGY		34,990	232.68	23.27					10.71	1.07	
Totals-2008		401,340	103,127	3,354.70	68.57	-	-	7.91	0.79	104.30	1.14	-
2007												
50070592	RUSHING WILLIE MACK & MARTHA		3,810	27.09	2.71							
07027396 02	UNIVERSAL LAND & DEVELP	55,060		391.53								
06030249	BEVERLY JANICE	279,300		1,986.10						87.14		
50094283	HELMS GLORIA		1,000	7.11	0.71							
50084025	PHIFER TERRY LEE		1,189	8.46	0.85							
50073017	WILLIAMS BRADLEY FRANKLIN		2,460	17.49	1.75					0.77	0.08	
Totals-2007		334,360	8,459	2,437.78	6.02	-	-	-	-	87.91	0.08	-
2006												
50070592	RUSHING WILLIE MACK & MARTHA		3,810	24.26	2.43							
06030249	GMAC MODEL HOME FINAN	279,300		1,778.30						87.42		
50094283	HELMS GLORIA		1,000	6.37	0.64							
50084025	PHIFER TERRY LEE		1,380	8.79	0.88							
50073017	WILLIAMS BRADLEY FRANKLIN		2,589	16.49	1.65					0.81	0.08	
Totals-2006		279,300	3,810	1,834.21	6.60	-	-	-	-	88.23	0.08	-
2005												
50070592	RUSHING WILLIE MACK & MARTHA		3,810	21.34	2.13	2.67	0.27					
Totals-2005		-	3,810	21.34	2.13	2.67	0.27	-	-	-	-	-
2004												
50070592	RUSHING WILLIE MACK & MARTHA		3,810	20.00	2.00	2.67	0.27					
Totals-2004		-	3,810	20.00	2.00	2.67	0.27	-	-	-	-	-
2003												
50070592	RUSHING WILLIE MACK & MARTHA		3,810	20.19	2.02	2.67	0.27					
Totals-2003		-	3,810	20.19	2.02	2.67	0.27	-	-	-	-	-
GRAND TOTALS		7,115,977	623,583	54,736.74	1,115.84	8.01	0.81	21.70	2.17	1,973.17	3.06	38.61

RELEASES JUNE 2010

Acct #	Name	Real Value	Pers. Value	StallLL	BakersFF	New SalemFF	Wingate	WingateTT	WingateLLP	Totals
2010										
09273115 01	SLEDGE NORMA R & TUTTLE	32,060								213.20
01201013A	MCGINN SHELBY LOUISE									372.53
09298267	BAKER GEORGE V & LILA E									473.86
50099960	GARRIS PHILLIP ALLEN		63,509							422.34
Totals-2010		32,060	32,060	-	-	-	-	-	-	1,481.92
2009										
50070592	RUSHING WILLIE MACK & MARTHA		7,060				50.00			101.64
50098995	L&N TRUCKING INC		14,920							109.14
50074461	DODSON JONATHAN R & KATHRYN LYNN		14,900							114.02
07027396 02	UNIVERSAL LAND & DEVELOPMENT	32,580			40.21					256.87
09417001B	STONEBRIDGE GOLF ACQUISITION	4,064,120								28,270.02
50072274	LONG RAY C FARMS	539,837								3,589.92
06030249	BEVERLY JANICE	303,510								2,111.21
50072274	LONG RAY C FARMS		467,477							3,108.72
06030249	BEVERLY JANICE	1,095,680								7,671.79
01201013A	MCGINN LOUISE SHELBY	65,250				5.00				438.91
50102943	LUXOTTICA		75,000							548.63
09298267	BAKER GEORGE V & LILA E	45,000								299.26
50094283	HELMS GLORIA		5,880							43.01
50089072	SMITH CYNTHIA M		9,510							74.72
50084085	CARVRER LIVING TRUST		11,570	0.47						89.80
50084025	PHIFER TERRY LEE		1,060							7.75
50080201	STEGALL ANTHONY NELSON & RHONDA		9,410							68.84
50073017	WILLIAMS BRADLEY FRANKLIN		2,220							16.99
50087869	WILLIS JUDITH		18,140							178.00
50099687	OLYMPUS FINANCIAL SERVICES		28,750							210.31
50090618	C & H DAY CARE		2,300					8.97	0.90	26.70
50099585	HERNANDEZ RAFAEL JIMENEZ		15,960				50.00			166.74
50066214	SMITH DOUGLAS F CO		18,460							145.05
50073709	COUICK RONALD & PEGGY		40,240							307.90
50094883	EA TECHINICAL SERVICES INC		83,517							689.30
Totals-2009		6,100,977	504,357	0.47	40.21	5.00	100.00	8.97	0.90	48,545.23
2008										
50070592	RUSHING WILLIE MACK & MARTHA		2,770				50.00			70.26
07027396 02	UNIVERSAL LAND & DEVELOPMENT	32,580			40.21					256.87
06030249	BEVERLY JANICE	303,510								2,111.21

RELEASES JUNE 2010

Acct #	Name	Real Value	Pers. Value	StallLL	BakersFF	New SalemFF	Wingate	WingateTT	WingateLLP	Totals
01201013A	MCGINN SHELBY LOUISE	65,250				5.00				438.91
50094283	HELMS GLORIA		1,990							14.55
50084025	PHIFER TERRY LEE		1,120							8.19
50073017	WILLIAMS BRADLEY FRANKLIN		2,337							17.88
50099687	OLYMPUS FINANCIAL SERVICES	25,000								182.88
50099585	HERNANDEZ RAFAEL JIMENEZ		18,870				50.00			188.04
50066214	SMITH DOUGLAS F CO		16,050							126.10
50073709	COUICK RONALD & PEGGY		34,990							267.73
Totals-2008		401,340	103,127	-	40.21	5.00	100.00	-	-	3,682.62
2007										
50070592	RUSHING WILLIE MACK & MARTHA		3,810				50.00			79.80
07027396 02	UNIVERSAL LAND & DEVEL	55,060			36.96					428.49
06030249	BEVERLY JANICE	279,300								2,073.24
50094283	HELMS GLORIA		1,000							7.82
50084025	PHIFER TERRY LEE		1,189							9.31
50073017	WILLIAMS BRADLEY FRANKLIN		2,460							20.09
Totals-2007		334,360	8,459	-	36.96	-	50.00	-	-	2,618.75
2006										
50070592	RUSHING WILLIE MACK & MARTHA		3,810				47.48			74.17
06030249	GMAC MODEL HOME FINAN	279,300								1,865.72
50094283	HELMS GLORIA		1,000							7.01
50084025	PHIFER TERRY LEE		1,380							9.67
50073017	WILLIAMS BRADLEY FRANKLIN		2,589							19.03
Totals-2006		279,300	3,810	-	-	-	47.48	-	-	1,975.60
2005										
50070592	RUSHING WILLIE MACK & MARTHA		3,810				50.00			76.41
Totals-2005		-	3,810	-	-	-	50.00	-	-	76.41
2004										
50070592	RUSHING WILLIE MACK & MARTHA		3,810							24.94
Totals-2004		-	3,810	-	-	-	-	-	-	24.94
2003										
50070592	RUSHING WILLIE MACK & MARTHA		3,810				50.00			75.15
Totals-2003		-	3,810	-	-	-	50.00	-	-	75.15
GRAND TOTALS		7,115,977	823,563	0.47	117.38	10.00	397.48	8.97	0.90	58,480.62



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

AGENDA ITEM
4/5c
MEETING DATE 7-19-10

704-283-3746
704-283-3616 Fax

John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners
FROM: John C. Petoskey
Tax Administrator
DATE: June 30, 2010
RE: **Twelfth** Motor Vehicle Refund Register

I hereby certify the following **Refunds** that were made during the period of **06/01/2010 – 06/30/2010**. The refunds represent releases of both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

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

Assessor Refund Register for the period 06/01/2010 to 06/30/2010

(Summary)

---Bdg No---	-----Description-----	Key	Bill Rate		Total		
			Year	Year	--Value--	---Tax---	---Int---
10	County.....	CN99999	2007	2007	20,000	142.22-	.00
10	County.....	CN99999	2008	2007	3,750	26.67-	.00
10	County.....	CN99999	2008	2008	19,000	135.45-	.00
10	County.....	CN99999	2009	2008	3,453	121.71	1.24-
10	County.....	CN99999	2009	2009	22,688	150.87-	.22
Net Totals.....					68,891	576.92-	1.46-
Net Totals.....					0	.00	.00
Net Totals.....					0	.00	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	3,750	25.63-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2008	3,453	22.09	1.22-
78	220160 Taxes Payable - Weddington....	MN08000	2008	2008	0	.40-	.00
Net Totals.....					7,203	48.12-	1.22-
84	220000 NC State Interest.....	NC00000	2008	2008	0	.00	.00
84	220000 NC State Interest.....	NC00000	2009	2008	0	.00	1.35-
84	220000 NC State Interest.....	NC00000	2009	2009	0	.00	.19
Net Totals.....					0	.00	1.54-
Net Grand Totals.....						625.04-	4.22-

(Finance) Assessor Refund Register for the period 06/01/2010 to 06/30/2010

---Bil No---	---Name-----	-Rls No--	-----Text-----	Tr	---Date---	Typ	Flt	Vlu--	---Cn--	---Sc--	---Fr--	---Mn--	---NC--	---Tl--
2008-V035252	ENGLISH / MARY ETTA	M/V0062575												
02000	CHANGE OF CO/DURHAM 060910 JW	03	06/09/2010	CHG	TX		3750-	26.67-	.00	.00	25.63-	.00	52.30-	
							Net:	3750	26.67-	.00	.00	25.63-	.00	52.30-
2007-V173415	SHAFFER / WILLIAM KEITH	M/V0062583												
00000	<\$5/\$3300 1N 1989 060910 JW	03	06/09/2010	CHG	TX		20000-	142.22-	.00	.00	.00	.00	142.22-	
							Net:	20000-	142.22-	.00	.00	.00	.00	142.22-
2008-V173532	SHAFFER / WILLIAM KEITH	M/V0062584												
00000	<\$5/\$3300 1N 1989 060910 JW	03	06/09/2010	CHG	TX		19000-	126.35-	.00	.00	.00	.00	126.35	
							Net:	19000	126.35	.00	.00	.00	.00	126.35-
2008-V156867	MEYER / MATTHEW EDWARD	M/V0062639												
08000	OVLP W/9V087651/7M 061710 JW	10	06/17/2010	CHG	TX		3080-	20.48-	.00	.00	.92-	.00	21.40-	
08000	OVLP W/9V087651/7M 061710 JW	11	06/17/2010	CHG	IN			1.01-	.00	.00	.06-	.64-	1.71-	
08000	OVLP W/9V087651/7M 061710 JW	12	06/17/2010	PMT	TX			20.48	.00	.00	.92	.00	21.40	
08000	OVLP W/9V087651/7M 061710 JW	13	06/17/2010	PMT	IN			.92	.00	.00	.05	.58	1.55	
08000	OVLP W/9V087651/7M 061710 JW	14	06/17/2010	ADJ	IN			.09	.00	.00	.01	.06	.16	
08000	OVLP W/9V087651/7M 061710 JW	15	06/17/2010	CHG	TX		3080	11.94	.00	.00	.53	.00	12.47	
08000	Corrected Int (05 mnths)	16	06/17/2010	CHG	IN			.60	.00	.00	.01	.37	.98	
08000	Reapply pmt of Int	17	06/17/2010	PMT	IN			.60	.00	.00	.01	.37-	.98-	
08000	Reapply pmt of Tax	18	06/17/2010	PMT	TX			21.04-	.00	.00	.93-	.00	21.97-	
							Net:	0	9.10-	.00	.00	.40-	.00	9.50-
2009-V092584	VAUL TRUST /	M/V0062678												
00000	PLT TRNIN 082809<1M. 061810 JW	03	06/18/2010	CHG	TX		21760-	144.70-	.00	.00	.00	.00	144.70	
							Net:	21760-	144.70-	.00	.00	.00	.00	144.70-
2009-V091170	SMITH / SANDY JUNIOR	M/V0062690												
00000	PLT TRNIN 100709/5MO 062210 JW	10	06/22/2010	CHG	TX		23410-	155.68-	.00	.00	.00	.00	155.68-	
00000	PLT TRNIN 100709/5MO 062210 JW	11	06/22/2010	CHG	IN			8.96-	.00	.00	.00	4.67	13.63-	
00000	PLT TRNIN 100709/5MO 062210 JW	12	06/22/2010	PMT	TX			155.68	.00	.00	.00	.00	155.68	
00000	PLT TRNIN 100709/5MO 062210 JW	13	06/22/2010	PMT	IN			8.96	.00	.00	.00	4.67	13.63	
00000	PLT TRNIN 100709/5MO 062210 JW	14	06/22/2010	CHG	TX		23410	64.86	.00	.00	.00	.00	64.86	
00000	Corrected Int (06 mnths)	15	06/22/2010	CHG	IN			3.75	.00	.00	.00	1.95	5.70	
00000	Reapply pmt of Int	16	06/22/2010	PMT	IN			3.75-	.00	.00	.00	1.95-	5.70-	
00000	Reapply pmt of Tax	17	06/22/2010	PMT	TX			163.61-	.00	.00	.00	.00	163.61-	
							Net:	0	98.75-	.00	.00	.00	.00	98.75-
2009-V063655	BLAIR / WESLEY CYRUS	M/V0062745												
02000	OVLP W/ 09V063654 062810 JW	11	06/28/2010	CHG	TX		3453-	22.96-	.00	.00	22.09-	.00	45.05-	
02000	OVLP W/ 09V063654 062810 JW	12	06/28/2010	CHG	IN			1.24-	.00	.00	1.22-	1.35-	3.81-	
							Net:	3453-	24.20-	.00	.00	23.31-	1.35-	48.86-
2009-V065035	COCHRAN / WILLIAM SHEPHE	M/V0062767												
00000	PER CRL/\$500VALUE 063010 JW	09	06/30/2010	CHG	TX		18000-	119.70	.00	.00	.00	.00	119.70	
00000	PER CRL/\$500VALUE 063010 JW	10	06/30/2010	CHG	TX		18000	119.70	.00	.00	.00	.00	119.70	
00000	PER CRL/\$500VALUE 063010 JW	11	06/30/2010	CHG	TX		928-	6.17-	.00	.00	.00	.00	6.17-	
00000	PER CRL/\$500VALUE 063010 JW	12	06/30/2010	CHG	IN			.22	.00	.00	.00	.19-	.41-	
							Net:	928-	6.39-	.00	.00	.00	1.54-	6.58-
							Net Grand Totals:	68,891-	578.38-	.00	.00	49.34	1.54-	629.26-



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

AGENDA ITEM
4/5d
MEETING DATE 7-19-10

704-283-3746
704-283-3616 Fax

John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners

FROM: John C. Petoskey
Tax Administrator

DATE: June 30, 2010

RE: **Twelfth** Motor Vehicle Release Register

I hereby certify the following **Releases** were made during the period of **06/01/2010 –06/30/2010**. The releases represent both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

MOTOR VEHICLE SYSTEM

Assessor Release Register for the period 06/01/2010 to 06/30/2010

(Summary)

---Bdg No---	-----Description-----	--Key--	Year	Bill Rate Year	-----Value-----	-----Total --Tax--	-----Int-----
10	County.....	CN99999	2007	2006	20,000	127.34-	30.39
10	County.....	CN99999	2007	2007	19,450	138.31-	31.88-
10	County.....	CN99999	2009	2008	38,730	320.99-	23.25-
10	County.....	CN99999	2009	2009	422,288	2,808.23-	29.36-
Net Totals.....					500,468	3,394.87-	114.88-
Net Totals.....					0	.00	.00
32	Fire Dist Springs.....	FR015	2009	2009	53,630	16.41-	.09
39	Fire Dist - Stallings....	FR020	2009	2009	42,865	17.40-	.00
38	Fire dist - Hemby Bridge..	FR023	2007	2007	19,450	7.33-	1.83-
38	Fire dist - Hemby Bridge..	FR023	2009	2009	38,717	19.09-	.00
37	Fire dist - Wesley Chapel:	FR026	2009	2009	18,304	3.49-	.01-
34	Fire Dist - Waxhaw.....	FR028	2007	2006	20,000	8.26-	1.91-
34	Fire Dist - Waxhaw.....	FR028	2009	2008	35,420	8.78-	.67
34	Fire Dist - Waxhaw.....	FR028	2009	2009	11,831	2.93-	.00
Net Totals.....					240,217	83.69-	4.51-
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2008	3,310	17.55-	1.17-
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2009	134,754	702.02-	18.85-
78	220170 Taxes Payable - Wingate.....	MN03000	2009	2009	22,432	87.49-	1.43-
78	220120 Taxes Payable - Marshville....	MN04000	2009	2008	0	40.80-	2.91
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2008	35,420	120.43-	8.71-
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2009	9,257	31.47-	.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2009	24,070	34.90-	.00
78	220140 Taxes Payable - Stallings....	MN07000	2007	2007	19,450	48.62-	11.33-
78	220140 Taxes Payable - Stallings....	MN07000	2009	2009	20,592	44.27-	.00
78	220165 Taxes Payable - Wesley Chapel:	MN09700	2009	2009	3,350	.55-	.01
78	220135 Taxes Payable - Unionville....	MN09800	2009	2009	38,250	7.65-	.00
78	220155 Taxes Payable - Mnrl Sprngs...	MN09900	2009	2009	2,574	.65-	.00
Net Totals.....					313,459	1,136.40-	44.41
84	220000 NC State Interest.....	NC00000	2007	2006	0	.00	4.07-
84	220000 NC State Interest.....	NC00000	2007	2007	0	.00	5.82-
84	220000 NC State Interest.....	NC00000	2009	2008	0	.00	15.25-
84	220000 NC State Interest.....	NC00000	2009	2009	0	.00	49.77-
Net Totals.....					0	.00	74.91

MV68GL-OF
(Finance)

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

---Date -- --Time-- Page
06/30/2010 09:51:09 2

Assessor Release Register for the period 06/01/2010 to 06/30/2010
(Summary)

Net Grand Totals.....:

4,614.96- 238.71-

(Finance) Assessor Release Register for the period 06/01/2010 to 06/30/2010

---Bil No---	-----Name-----	---Rls No---	Tr	---Date---	Typ	Fld	Vlu	Cn	Sc	Fr	Mn	NC	Tl
							Net: 0	.00	.00	.00	.00	.00	.00
2009-V154160	MEACHAM / RYAN ELLIOT	M/V0062499											
09800	<\$5/EMAIL\$200 IN 2003 060110JW	02 06/01/2010	CHG	TX		20000-	133.00-	.00	.00	.00	4.00-	.00	137.00
						Net: 20000-	133.00	.00	.00	.00	4.00-	.00	137.00-
2009-V169525	PRICE / WENDELL THOMAS	M/V0062508											
02000	PER BOS/\$13530IN 2006 060110JW	02 06/01/2010	CHG	TX		9863-	65.59-	.00	.00	.00	53.82-	.00	119.41-
02000	PER BOS/\$13530IN 2006 060110JW	03 06/01/2010	CHG	TX		8118	53.98	.00	.00	.00	45.18	.00	99.16
						Net: 1745-	11.61	.00	.00	.00	8.64-	.00	20.25-
2009-V169894	RIFFLE / JOHN WESLEY	M/V0062510											
00000	<\$5/\$500 IN 2010 060210 JW	02 06/02/2010	CHG	TX		20000-	133.00-	.00	.00	.00	.00	.00	133.00-
						Net: 20000-	133.00-	.00	.00	.00	.00	.00	133.00-
2009-V167043	MCATEER / JEREMY DAVID	M/V0062511											
00000	PER FAX/\$1250 IN 2003 060210JW	02 06/02/2010	CHG	TX		20000-	133.00-	.00	.00	.00	.00	.00	133.00-
00000	PER FAX/\$1250 IN 2003 060210JW	03 06/02/2010	CHG	TX		812	5.40	.00	.00	.00	.00	.00	5.40
						Net: 19188-	127.60-	.00	.00	.00	.00	.00	127.60-
2009-V154237	MENDOZA / AMANDA KAY	M/V0062512											
00000	PER CRL/\$800 IN 2009 060210JW	03 06/02/2010	CHG	TX		3453	22.96-	.00	.00	.00	.00	.00	22.96-
00000	PER CRL/\$800 IN 2009 060210JW	04 06/02/2010	CHG	IN			.46	.00	.00	.00	.00	.69-	1.15
00000	PER CRL/\$800 IN 2009 060210JW	05 06/02/2010	CHG	TX		760	5.05	.00	.00	.00	.00	.00	5.05
00000	Corrected Int (01 mnths)	06 06/02/2010	CHG	IN			.10	.00	.00	.00	.00	.15	.25
						Net: 2693-	18.27	.00	.00	.00	.00	.54-	18.81
2009-V171434	STREMC1UC / BENJAMIN	M/V0062513											
03000	70000 HIGH MILE 060210 JW	02 06/02/2010	CHG	TX		19040	126.62-	.00	.00	.00	74.26	.00	200.88-
03000	70000 HIGH MILE 060210 JW	03 06/02/2010	CHG	TX		17136	113.95	.00	.00	.00	66.83	.00	180.78
						Net: 1904-	12.67-	.00	.00	.00	7.43	.54-	20.10-
2009-V171433	STREMC1UC / BENJAMIN	M/V0062514											
03000	103125 HIGH MILES 060210 JW	02 06/02/2010	CHG	TX		9240-	61.45-	.00	.00	.00	36.04-	.00	97.49-
03000	103125 HIGH MILES 060210 JW	03 06/02/2010	CHG	TX		7022	46.70	.00	.00	.00	27.39	.00	74.09
						Net: 2218-	14.75-	.00	.00	.00	8.65-	.54-	23.40-
2009-V157270	SMITH / SHEILA DE-VON	M/V0062515											
00000	EXEMPT/MIL/HOR FL 060210 JW	03 06/02/2010	CHG	TX		14380-	95.63-	.00	4.40-	.00	.00	.00	100.03-
00000	EXEMPT/MIL/HOR FL 060210 JW	04 06/02/2010	CHG	IN			1.91-	.00	.09-	.00	.00	3.00-	5.00-
						Net: 14380	97.54-	.00	4.49-	.00	.00	3.54-	105.03-
2009-V172858	WILLIAMS / DIANN	M/V0062516											
00000	61432 HIGH MILES 060210 JW	02 06/02/2010	CHG	TX		14020-	93.23-	.00	.00	.00	.00	.00	93.23-
00000	61432 HIGH MILES 060210 JW	03 06/02/2010	CHG	TX		11496	76.45	.00	.00	.00	.00	.00	76.45
						Net: 2524-	16.78-	.00	.00	.00	.00	3.54-	16.78-
2009-V164545	HELMS / BRYAN TATE	M/V0062518											
05000	PER BOS/\$36355 IN2009 060210JW	02 06/02/2010	CHG	TX		40320-	268.13-	.00	10.00-	137.09-	.00	.00	415.22
05000	PER BOS/\$36355 IN2009 060210JW	03 06/02/2010	CHG	TX		32719	217.58	.00	8.11	111.24	.00	.00	336.93

(Finance) Assessor Release Register for the period 06/01/2010 to 06/30/2010

---Bil No---	-----Name-----	---Rls No---	Tr	---Date---	Typ	-Fld--	Vlu--	Cn	---Sc---	Fr--	Mn--	NC	Tl--
							Net: 7601-	50.55-	.00	1.89	25.85-	3.54	78.29-
2009-V056576	PACE / SHERRIE WALLS	M/V0062521											
05000	CHANGE OF CO/MECK 060210 JW	10	06/02/2010	CHG TX		35420-	235.54-	.00	8.78-	120.43	.00	364.75-	
05000	CHANGE OF CO/MECK 060210 JW	11	06/02/2010	CHG IN			17.10	.00	.67-	8.71-	10.94	37.42-	
							Net: 35420-	252.64-	.00	9.45-	129.14-	14.48	402.17-
2009-V171950	TOMEC / NICHOLAS JOHN	M/V0062526											
05000	ADJ PER APPRAISAL LM 060210	02	06/02/2010	CHG TX		26780	178.09	.00	6.64-	91.05	.00	275.78-	
05000	ADJ PER APPRAISAL LM 060210	03	06/02/2010	CHG TX		26000	172.90	.00	6.45	88.40	.00	267.75	
							Net: 780	5.19-	.00	.19-	2.65-	14.48-	8.03-
2009-V166086	KRZEBETKOWSKI / EDWIN PA	M/V0062551											
00000	<\$5/CRL \$500 IN 2005 060710 JW	02	06/07/2010	CHG TX		3458-	23.00	.00	.66-	.00	.00	23.66-	
							Net: 3458-	23.00-	.00	.66-	.00	14.48-	23.66-
2009-V166087	KRZEBETKOWSKI / EDWIN PA	M/V0062552											
00000	<\$5/CRL \$300 IN 2003 060710 JW	02	06/07/2010	CHG TX		3453-	22.96-	.00	.66-	.00	.00	23.62-	
							Net: 3453-	22.96-	.00	.66-	.00	14.48-	23.62-
2009-V159675	ARNBRISTER / JUSTIN WAYN	M/V0062555											
09900	ADJ H/M 86174 LM 060710	02	06/07/2010	CHG TX		11700-	77.81-	.00	2.90-	2.93-	.00	83.64	
09900	ADJ H/M 86174 LM 060710	03	06/07/2010	CHG TX		9126	60.69	.00	2.26	2.28	.00	65.23	
							Net: 2574-	17.12	.00	.64-	.65	14.48-	18.41-
2009-V163914	GREENE / HAVEN ALLEN	M/V0062557											
00000	VEH SITUSED IN MECK CO LM06071	02	06/07/2010	CHG TX		16920-	112.52-	.00	8.34	.00	.00	120.86-	
							Net: 16920-	112.52-	.00	8.34-	.00	14.48-	120.86-
2009-V165275	HUMBERT / KATHERINE SCHN	M/V0062564											
00000	25% DISC WRECKED 060810 JW	02	06/08/2010	CHG TX		26930-	179.08-	.00	5.14-	.00	.00	184.22-	
00000	25% DISC WRECKED 060810 JW	03	06/08/2010	CHG TX		20197	134.31	.00	3.86	.00	.00	138.17	
							Net: 6733-	44.77-	.00	1.28-	.00	14.48-	46.05-
2007-V010067	OUTLAW / DILLON WHITT	M/V0062565											
00000	<\$5/\$545 IN 2002 060810 JW	35	06/08/2010	CHG TX		20000-	127.34-	.00	8.26-	.00	.00	135.60	
00000	<\$5/\$545 IN 2002 060810 JW	36	06/08/2010	CHG IN			30.39-	.00	1.91-	.00	4.07	36.37-	
							Net: 20000-	157.73-	.00	10.17-	.00	18.55-	171.97-
2009-V170286	RUSHING / JOHN PAUL	M/V0062569											
00000	<\$5/\$450 IN 2007 060910 JW	02	06/09/2010	CHG TX		20000	133.00-	.00	9.86-	.00	.00	142.86-	
							Net: 20000-	133.00-	.00	9.86-	.00	18.55-	142.86-
2009-V161501	CHARLES / JOHN PORREST	M/V0062571											
07000	162000 HIGH MILES 060910 JW	02	06/09/2010	CHG TX		3638	24.19-	.00	1.48-	7.82-	.00	33.49-	
07000	162000 HIGH MILES 060910 JW	03	06/09/2010	CHG TX		3463	23.03	.00	1.41	7.45	.00	31.89	
							Net: 175-	1.16	.00	.07-	.37-	18.55-	1.60-
2009-V172369	VT INC AS TSTEE WOLT	M/V0062572											
06000	DUP MECK SENT 2X 060910 JW	02	06/09/2010	CHG TX		24070-	160.07-	.00	9.77-	34.90-	.00	204.74-	
							Net: 24070-	160.07-	.00	9.77-	34.90-	18.55-	204.74-

(Finance) Assessor Release Register for the period 06/01/2010 to 06/30/2010

--Bil No--	-----Name-----	--Rls No--	Tr	---Date---	Typ	Fld	Vlu	Cn	Sc	Fr	Mn	NC	T1	
-----	---Text-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	
2009-V172309	VIDAK / COLIESTA MOORE	M/V0062574												
02000	125372 HIGH MILES 060910 JW		02	06/09/2010	CHG TX		10920-	72.62-	.00	.00	59.05-	.00	131.67-	
02000	125372 HIGH MILES 060910 JW		03	06/09/2010	CHG TX		8736	58.09	.00	.00	48.24	.00	106.33	
							Net:	2184-	14.53-	.00	.00	10.81-	18.55-	25.34
2009-V156975	SHREVE / TAWNIA LAW	M/V0062576												
02000	CHANGE OF CO/MECK 060910 JW		03	06/09/2010	CHG TX		16610-	110.46-	.00	.00	87.22-	.00	197.68-	
02000	CHANGE OF CO/MECK 060910 JW		04	06/09/2010	CHG IN			2.21-	.00	.00	1.74-	5.93	9.88-	
							Net:	16610-	112.67-	.00	.00	88.96-	24.48-	207.56-
2009-V171072	SOUTHGATE LEASING CORPOR	M/V0062578												
02000	CHANGE OF CO/MECK 060910 JW		02	06/09/2010	CHG TX		9600-	63.84-	.00	.00	52.52	.00	116.36-	
							Net:	9600-	63.84-	.00	.00	52.52-	24.48-	116.36-
2009-V163898	GREENBERG / DAVID GIDEON	M/V0062579												
00000	162998 HIGH MILES 060910 JW		02	06/09/2010	CHG TX		5460-	36.31	.00	1.04	.00	.00	37.35-	
00000	162998 HIGH MILES 060910 JW		03	06/09/2010	CHG TX		4150	27.60	.00	.79	.00	.00	28.39	
							Net:	1310-	8.71	.00	.25-	.00	24.48-	8.96-
2009-V164459	HAUGHEY / BARBARA DENISE	M/V0062580												
02000	PER TXPYR/BOS \$27300 060910 JW		02	06/09/2010	CHG TX		29090	193.45	.00	.00	149.00-	.00	342.45-	
02000	PER TXPYR/BOS \$27300 060910 JW		03	06/09/2010	CHG TX		27300	181.55	.00	.00	140.14	.00	321.69	
							Net:	1790-	11.90-	.00	.00	8.86	24.48-	20.76-
2009-V164019	GRIFFIN / STEPHEN SCOTT	M/V0062581												
00000	<\$5/\$4080 IN 1999 060910 JW		02	06/09/2010	CHG TX		20000-	133.00-	.00	6.12-	.00	.00	139.12-	
							Net:	20000-	133.00-	.00	6.12-	.00	24.48-	139.12-
2009-V168314	MURPHY / PAMELA JO	M/V0062582												
05000	116127 HIGH MILES 06092010 JW		02	06/09/2010	CHG TX		8760-	58.25-	.00	2.17-	29.78-	.00	90.20-	
05000	116127 HIGH MILES 06092010 JW		03	06/09/2010	CHG TX		7884	52.43	.00	1.96	26.81	.00	81.20	
							Net:	876-	5.82-	.00	.21-	2.97-	24.48	9.00-
2009-V170583	SHAFFER / WILLIAM KEITH	M/V0062585												
00000	<\$5/\$3300 IN 1989 060910 JW		02	06/09/2010	CHG TX		17100-	113.72-	.00	.00	.00	.00	113.72-	
							Net:	17100-	113.72-	.00	.00	.00	24.48	113.72-
2009-V163234	FLOYD / ROBERT EARLE	M/V0062589												
07000	114464 HIGH MILES 061010 JW		02	06/10/2010	CHG TX		8170-	54.33-	.00	4.03	17.57-	.00	75.93-	
07000	114464 HIGH MILES 061010 JW		03	06/10/2010	CHG TX		6373	42.38	.00	3.14	13.70	.00	59.22	
							Net:	1797-	11.95-	.00	.89	3.87-	24.48-	16.71-
2009-V144944	TIMMS / PATRICK O'BANNON	M/V0062596												
02000	CHANGE OF CO/ROWAN 061110 JW		04	06/11/2010	CHG TX		7320-	48.68-	.00	.00	41.23-	.00	89.91-	
02000	CHANGE OF CO/ROWAN 061110 JW		05	06/11/2010	CHG IN			1.34-	.00	.00	1.13-	2.70-	5.17-	
							Net:	7320-	50.02-	.00	.00	42.36-	27.18-	95.08-
2009-V109704	BLAKENEY / ANGELA WATTS	M/V0062598												
02000	TEMP TAG/OVLP9V031915 061110JW		06	06/11/2010	CHG TX		3310-	3.66-	.00	.00	7.73	.00	11.39	
02000	TEMP TAG/OVLP9V031915 061110JW		07	06/11/2010	CHG IN			.16-	.00	.00	.33-	.34-	.83	

(Finance) Assessor Release Register for the period 06/01/2010 to 06/30/2010

---Bil No---	-----Name-----	--Rls No--	Tr	---Date---	Typ	Fld	--Vlu--	Cn	---Sc---	---Fr---	---Mn---	---NC---	---Tl---
							Net: 3310	3.82-	.00	.00	8.06-	27.52-	12.22-
2009-V031915	BLAKENEY / ANGELA WATTS	M/V0062599											
02000	PLT TRNIN 110409/7MO. 061110JW	11 06/11/2010	CHG	TX		3750-	24.94-	.00	.00	23.56-	.00	48.50-	
02000	PLT TRNIN 110409/7MO. 061110JW	12 06/11/2010	CHG	IN			2.02-	.00	.00	1.91-	1.46-	5.39-	
02000	PLT TRNIN 110409/7MO. 061110JW	13 06/11/2010	CHG	TX		3750	14.54	.00	.00	13.74	.00	28.28	
02000	Corrected Int (09 mnths)	14 06/11/2010	CHG	IN			1.17	.00	.00	1.07	.85	3.09	
							Net: 0	11.25-	.00	.00	10.66-	28.13-	22.52-
2009-V141200	MCCRAW / GREGORY HAMPTON	M/V0062602											
09700	PLT TRNIN 120309<1M. 061410 JW	04 06/14/2010	CHG	TX		3350-	22.28	.00	.64-	.55-	.00	23.47-	
09700	PLT TRNIN 120309<1M. 061410 JW	05 06/14/2010	CHG	IN			.62-	.00	.01-	.01	.70	1.34-	
							Net: 3350-	22.90-	.00	.65-	.56	28.83	24.81-
2009-V142500	PEREZ RUIZ / ARMANDO	M/V0062604											
02000	PERSON/\$1200 IN 2010 061410 JW	04 06/14/2010	CHG	TX		20000	133.00-	.00	.00	99.00-	.00	232.00-	
02000	PERSON/\$1200 IN 2010 061410 JW	05 06/14/2010	CHG	IN			3.66-	.00	.00	2.72-	6.96-	13.34-	
02000	PERSON/\$1200 IN 2010 061410 JW	06 06/14/2010	CHG	TX		1200	7.98	.00	.00	5.94	.00	13.92	
02000	Corrected Int (02 mnths)	07 06/14/2010	CHG	IN			.22	.00	.00	.16	.42	.80	
							Net: 18800-	128.46-	.00	.00	95.62-	35.37-	230.62-
2009-V135447	BUENO / JAIME	M/V0062607											
02000	PERSON/\$2500IN 2005 061410 JW	04 06/14/2010	CHG	TX		20000	133.00-	.00	.00	99.00-	.00	232.00-	
02000	PERSON/\$2500IN 2005 061410 JW	05 06/14/2010	CHG	IN			3.66-	.00	.00	2.72-	6.96-	13.34-	
02000	PERSON/\$2500IN 2005 061410 JW	06 06/14/2010	CHG	TX		1875	12.47	.00	.00	9.28	.00	21.75	
02000	Corrected Int (02 mnths)	07 06/14/2010	CHG	IN			.34	.00	.00	.26	.65	1.25	
							Net: 18125-	123.85-	.00	.00	92.18-	41.68-	222.34-
2009-V078544	BARNES / JENNIFER MARIE	M/V0062638											
02000	CHANGE OF CO/WAKE 061710 JW	08 06/17/2010	CHG	TX		10360-	68.89-	.00	.00	56.28-	.00	125.17-	
02000	CHANGE OF CO/WAKE 061710 JW	09 06/17/2010	CHG	IN			3.98-	.00	.00	3.23-	3.76-	10.97-	
							Net: 10360-	72.87	.00	.00	59.51-	45.44-	136.14-
2009-V151649	HOOD / DEBORAH ANN	M/V0062647											
03000	PLT TRNIN 012910<1M. 061710 JW	03 06/17/2010	CHG	TX		4740-	31.52-	.00	.00	18.49-	.00	50.01-	
03000	PLT TRNIN 012910<1M. 061710 JW	04 06/17/2010	CHG	IN			.63-	.00	.00	.37	1.50-	2.50-	
							Net: 4740	32.15-	.00	.00	18.86-	46.94-	52.51-
2009-V148841	DANIELS-MCKNIGHT / LAURA	M/V0062679											
03000	CHANGE OF CO/CABARRUS 061810JW	03 06/18/2010	CHG	TX		13570-	90.24-	.00	.00	52.92-	.00	143.16-	
03000	CHANGE OF CO/CABARRUS 061810JW	04 06/18/2010	CHG	IN			1.80-	.00	.00	1.06-	4.29-	7.15-	
							Net: 13570-	92.04-	.00	.00	53.98-	51.23-	150.31-
2009-VI06159	SIMPSON / ROBIN DEANNA	M/V0062682											
02000	INACTIVE 072609<1M. 062210 JW	09 06/21/2010	CHG	TX		3910	26.00-	.00	.00	24.35-	.00	50.35-	
02000	INACTIVE 072609<1M. 062210 JW	10 06/21/2010	CHG	IN			1.32-	.00	.00	1.21-	1.51-	4.04-	
							Net: 3910-	27.32-	.00	.00	25.56-	52.74-	54.39-
2009-V158808	WEST / WILLIAM KEITH	M/V0062714											
02000	CORRECTED PER HISTORY	03 06/23/2010	CHG	TX		20000-	133.00-	.00	.00	99.00-	.00	232.00-	
02000	CORRECTED PER HISTORY	04 06/23/2010	CHG	IN			2.66-	.00	.00	1.98-	6.96-	11.60-	
02000	CORRECTED PER HISTORY	05 06/23/2010	CHG	TX		650	4.32	.00	.00	3.22	.00	7.54	

(Finance) Assessor Release Register for the period 06/01/2010 to 06/30/2010

---Bil No---	-----Name-----	- Rls No--											
	-----Text-----	Tr	---Date---	Typ	-Fld--	--Vlu--	---Cn--	Sc	-Fr--	---Mn--	---NC--	---Tl--	
02000	Corrected Int (01 mnths)		06 06/23/2010	CHG IN			.09	.00	.00	.06	.23	.38	
Net:													
						19350-	131.25	.00	.00	97.70-	59.47-	235.68-	
2009-V170537	SECURE TURF INC /		M/V0062717										
07000	PUR 02 C \$2300 ADJ LM 062310		02 06/23/2010	CHG TX		20000-	133.00-	.00	8.12-	43.00-	.00	184.12	
07000	PUR 02 C \$2300 ADJ LM 062310		03 06/23/2010	CHG TX		1380	9.18	.00	.56	2.97	.00	12.71	
Net:													
						18620-	123.82-	.00	7.56-	40.03-	59.47-	171.41-	
2009-V100340	HILDRETH / IRIS BLUE		M/V0062719										
02000	SITUATED IN ANSON CO LM 062310		07 06/23/2010	CHG TX		17570-	116.84-	.00	.00	91.97-	.00	208.81-	
02000	SITUATED IN ANSON CO LM 062310		08 06/23/2010	CHG IN			5.86	.00	.00	4.60-	6.26-	16.72-	
Net:													
						17570-	122.70-	.00	.00	96.57-	65.73-	225.53-	
2009-V163598	GERMAIN / LAURA LEE		M/V0062720										
02000	VEH SITUSED IN MECK LM 062310		02 06/23/2010	CHG TX		7390-	49.14	.00	.00	41.58-	.00	90.72-	
Net:													
						7390-	49.14-	.00	.00	41.58	65.73-	90.72-	
2007-V105398	SMITH / DOUGLAS FRANK		M/V0062738										
07000	PER TXPYR/\$550 IN2007 062510JW		31 06/25/2010	CHG TX		20000-	142.22-	.00	7.54-	50.00-	.00	199.76-	
07000	PER TXPYR/\$550 IN2007 062510JW		32 06/25/2010	CHG IN			32.80-	.00	1.83-	11.64-	5.99-	52.26-	
07000	PER TXPYR/\$550 IN2007 062510JW		33 06/25/2010	CHG TX		550	3.91	.00	.21	1.38	.00	5.50	
07000	Corrected Int (29 mnths)		34 06/25/2010	CHG IN			.92	.00	.00	.31	.17	1.40	
Net:													
						19450-	170.19-	.00	9.16-	59.95-	71.55	245.12-	
2009-V049718	DIGGS / RONALD WILSON		M/V0062742										
04000	OVLP 09V136842/6MO 062810 JW		10 06/28/2010	CHG TX		21470-	142.78-	.00	.00	81.59-	.00	224.37-	
04000	OVLP 09V136842/6MO 062810 JW		11 06/28/2010	CHG IN			10.35-	.00	.00	5.90-	6.73-	22.98-	
04000	OVLP 09V136842/6MO 062810 JW		12 06/28/2010	CHG TX		21470	71.39	.00	.00	40.79	.00	112.18	
04000	Corrected Int (08 mnths)		13 06/28/2010	CHG IN			5.21	.00	.00	2.99	3.37	11.57	
Net:													
						0	76.53-	.00	.00	43.71-	74.91-	123.60-	
2009-V159682	ARNOLD / RAY LYNN		M/V0062750										
00000	PER TXPYR/\$750IN 2010 062910JW		02 06/29/2010	CHG TX		20000-	133.00-	.00	6.12-	.00	.00	139.12-	
00000	PER TXPYR/\$750IN 2010 062910JW		03 06/29/2010	CHG TX		750	4.99	.00	.23	.00	.00	5.22	
Net:													
						19250-	128.01-	.00	5.89-	.00	74.91-	133.90-	
2009-V161709	CMS FARMS /		M/V0062766										
09800	PER TXPYR/\$2500IN2004 062910JW		02 06/30/2010	CHG TX		20000-	133.00-	.00	.00	4.00	.00	137.00-	
09800	PER TXPYR/\$2500IN2004 062910JW		03 06/30/2010	CHG TX		1750	11.64	.00	.00	.35	.00	11.99	
Net:													
						18250-	121.36-	.00	.00	3.65-	74.91-	125.01-	
Net Grand Totals:						500,468-	3,509.75-	.00	88.20-	1,180.81-	74.91-	4,853.67-	

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 7-19-2010

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

SUBJECT: Correction to Minutes

DEPARTMENT: Board of
Commissioners

PUBLIC HEARING: No

ATTACHMENT(S):
Excerpt of June 7, 2010, Minutes

INFORMATION CONTACT:
Lynn G. West
Clerk to the Board of Commissioners

TELEPHONE NUMBERS:
704-283-3853

DEPARTMENT'S RECOMMENDED ACTION: Approve correction to minutes of June 7, 2010, as explained below.

BACKGROUND: On June 21, 2010, the Board approved the minutes of the regular meeting of June 7, 2010. Following approval of the minutes, it was noted that a typographical error had been made in the portion of the minutes relative to "Consideration of Sale of Radios to Town of Stallings" which was applied throughout the discussion and motion. Attached is an excerpt for that portion of the minutes showing the corrections that need to be made.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

CONSIDERATION OF SALE OF RADIOS TO TOWN OF STALLINGS:

Al Greene, County Manager, explained that over the past several years, the County has applied for grants to acquire 800 MHz capable radios, mobiles, and portables specifically. He said that in the Spring of 2007, the County began accumulating a number of the radios, and rather than have the radios remain in boxes in storage, it was decided to loan the radios to various emergency service agencies and municipalities in the County to be used between that time and when the 800 MHz system comes online. Mr. Greene said that in anticipation of the 800 MHz becoming operational, the County began asking last winter that the loaned units be returned to the County in accordance with an agreement which covered the loan of the equipment. He explained that one of the provisions of the agreement was that the County, at its sole discretion, could offer to sell the loaned units to an agency rather than to require that the units be returned. He said that all of the loaner units have been returned to the County with the exception of the units loaned to the Town of Stallings.

He stated that the Town of Stallings has formally requested that the County consider a price for those radios so that it could consider purchasing the units at possibly a lower price than new units would cost the Town. He said that the Town was loaned nine mobile and 21 portable radios. He stated that under the allocation formula that was developed to guide the distribution of all of the radios that were purchased with grant funds, the Town of Stallings would be eligible to receive free of charge one mobile and four portable radios. Therefore, the number of radios that the Town wants to discuss purchasing would be eight mobile units and seventeen portables. Mr. Greene said that the unit cost of the mobiles new was \$3,665; and the unit cost of the portables when new was \$2,550. He stated that staff has contacted two Motorola dealers to determine the life expectancy of mobiles and portables, and based on the information received, staff believes the useful life of a mobile radio is 12 years, and the useful life of a portable radio is 9 1/2 years. Mr. Greene said that based on this information, the County's Finance Department calculated the depreciation that has occurred to the units to date, and staff recommends for the Board's consideration that the 8 mobiles and 17 portable radios be offered for sale to the Town of Stallings at the depreciated value of \$1,676 for each portable radio and \$2,670 for each mobile radio. He stated that this excludes the mobile and four portables that Stallings would receive under the allocation formula for all radios purchased under grant funding.

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Mr. Greene stated that should the Board agree, the purchase price that staff would offer the radios to the Town of Stallings would be \$49,852. He said that it is recommended that these radios be offered to the Town of Stallings, and the County would acquire that same number of mobiles and portables under the lease purchase agreement authorized by the Board several months ago.

Commissioner Openshaw questioned whether there are warranties on the radios. Dawn Hinkle, Interim Communications Director, responded that there is a one-year warranty on the radios from the date the County acquired them. Commissioner Openshaw asked if there should be a further reduction in the sales price due to the fact that there is no warranty. Mr. Greene responded if that was what the Board wanted to do.

Commissioner Openshaw asked if the sales price was calculated by depreciating the amount by one-third or if the sales price allowed for the fact there is no warranty. Mr. Greene responded that there was no allowance due to the fact there was no warranty, but he added that it was not exactly one-third but was based on the life of the radios that had been expended compared to the useful life, which he said was not quite one-third.

Following the discussion, Vice Chairwoman Kuehler moved to authorize staff to offer the 8 mobiles and 17 portables to the Town of Stallings for the price of \$49,852, and, if accepted, authorized staff to takes steps to effect the sale. The motion passed unanimously.

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