

AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, August 2, 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 – 5:30 p.m.

1. **Opening of Meeting**
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Featured Community Benefit Organization: Department of Social Services: Volunteer Services (*Estimated Time: 5 Minutes)
 - d. Employee Recognitions for July and August 2010 (*Estimated Time: 5 Minutes)

7:00 P.M.

2. **Public Hearing: Text Amendment Attendance Requirements for Alternate Members** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Conduct Public Hearing
3. **Public Hearing: FY 2011 Rural Operating Assistance Program Grant Application for Funding in the Amount of \$393,334 (\$216,361 Formula and \$176,973 Supplemental Funds)** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Conduct Public Hearing

7:10 P.M.

4. **Joint Public Hearing with Union County Historic Preservation Commission**
Re: Proposed Landmark Designation of the Stallings United Methodist Former Sanctuary (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Conduct Public Hearing
5. **Informal Comments** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: No action required
6. **Additions, Deletions and/or Adoption of Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Adoption of Agenda
7. **Consent Agenda** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Approve items listed on Consent Agenda

Old Business:

8. **Wesley Chapel Fire & Rescue Request for Sewer Allocation** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Adopt Amendment to the Sewer Allocation Policy
9. **Discussion of Legal and Ethical Concerns** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Staff defers to Commissioner Baucom

New Business:

10. **Consideration to Adopt an Ordinance Designating as a Historic Landmark Property Known as the Stallings United Methodist Former Sanctuary** (*Estimated Time: 10 Minutes) (Public Hearing Held Earlier on Agenda)
ACTION REQUESTED: Adopt Ordinance
11. **Carolinas Medical Center-Union – Request for Approval of Capital Expenses** (*Estimated Time: 15 Minutes)
 - a. Waxhaw Pavillion
ACTION REQUESTED BY CMC-UNION: CMC-Union requests approval of the capital expenses
 - b. Ambulatory Surgery Center
ACTION REQUESTED BY CMC-UNION: CMC-Union requests approval of the additional Operating Room in accordance with the lease agreement with the County
12. **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
13. **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
14. **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
15. **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

16. **Annual Tax Settlement and Report of Insolvency** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Approve 1) the report of insolvents containing the list of taxpayers whose personal property taxes remain uncollected, 2) designating the list as the insolvent list to be credited to the tax collector in his settlement, and 3) the annual settlement of taxes

17. **Voting Delegate for NCACC Annual Conference** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Should a Commissioner(s) be attending, appoint a voting delegate for annual conference.

18. **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

19. **Discussion of Health Benefits for Commissioners** (*Estimated Time: 10 Minutes).
ACTION REQUESTED: Staff defers to Commissioner Baucom for a recommendation

20. **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

21. **Appointments to Boards and Committees** (*Estimated Time: 10 Minutes)
 - a. Agricultural Advisory Board
 - b. Criminal Justice Partnership Program**ACTION REQUESTED:** Consider appointments

22. **County Manager's Comments**

23. **Commissioners' Comments**

CONSENT AGENDA
August 2, 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
 - e. Health Department: Smart Start Agreement: Breastfeeding Peer Counselor Program
 - f. Health Department-Smart Start Agreement: Smiles Program
 - g. Library: Smart Start Agreement: Family Literacy and Associated Budget Ordinance Amendment #3 which Appropriates an Additional \$3,000 in Smart Start Funding
 - h. Social Services: Smart Start Agreement: In-Home Parenting Program
 - i. NC Forest Service: Annual Contract
 - j. Agreement with Trust for Public Land – Re: Carolina Thread Trail
 - k. Health Department: Telehealth Network Subscription Agreement (NCTN)
 - l. Information Systems: Time Warner Telecom - Voice and Data Transmission**ACTION REQUESTED:** Authorize County Manager to approve Items a-l above, pending legal review and adoption of Budget Ordinance Amendment #3 associated with Item g, above

3. **Electronic Poll Books for Board of Elections (BOE)**
ACTION REQUESTED: Adopt Budget Ordinance Amendment #1

4. **Termination of Agreement with Manning Fulton to Represent Union County in the General Assembly on Legislative Matters Relating to Settlement of the Pending Judicial Action South Carolina vs. North Carolina**
ACTION REQUESTED: Authorize Manager to Approve and sign letter terminating Agreement with Manning Fulton dated May 6, 2010

5. **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

6. **Motor Vehicle Tax Refunds for June 2010**

ACTION REQUESTED: Approve overpayments for June 2010 in the Amount of \$5,366.39

7. **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-
- e. Late Elderly/Disabled Exemption Applications:
 1. Joyce M. Gill
 2. James R. Petty
 3. Brenda Tucker Mitchell
- f. Departmental Monthly Report for July 2010
- g. First Motor Vehicle Billing in the Grand Total of \$1,110,715.60
- h. Write Off of 1999 Delinquent Fire Fees in the Amount of \$3,931.96
- i. Write-Off of 2006 Uncollectible Motor Vehicle Taxes in the Amount of \$86,840.67

ACTION REQUESTED: Approve Items a-i above

8. **Correction to Minutes of June 7, 2010**

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

9. **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

10. **Request from Indian Trail Lions Club to Hold "Sight Awareness Project" at Fred Kirby Park**

ACTION REQUESTED: Authorize the County Manager to transfer funds from contingency for the payment of the required fees and charges

11. **Request from Alexander Funeral Home, Inc. for Refund for Certified Copies Paid to the Register of Deeds' Office**

ACTION REQUESTED: Approve refund to Alexander Funeral Home in the amount of \$100

12. **Library: LSTA EZ Planning Grant Acceptance**

ACTION REQUESTED: Accept LSTA Planning Grant, Authorize the County Manager to approve the grant agreement and adopt Budget Ordinance Amendment #4

13. **Rural Operating Assistance Program (ROAP) Application for Funding in the Amount of \$393,334 (\$216,361 Formula and \$176,973 Supplemental Funds) (Public Hearing Held at 7:00 p.m.)**

ACTION REQUESTED: Approve Certified Statement FY 2011 Rural Operating Assistance Program and Authorize County Manager to Approve and Submit Application, and Adopt Budget Ordinance #2

14. **Request from Brock & Scott, PLLC for Refund of Excise Tax Paid to the Register of Deeds' Office**
ACTION REQUESTED: Approve refund to Brock & Scott, PLLC in the amount of \$176
15. **Minutes**
ACTION REQUESTED: Approve minutes

INFORMATION ONLY – NO ACTION REQUIRED
August 2, 2010

1. Department of Inspection's Monthly Reports for May and June 2010
2. Monthly Report from Personnel Department for June 2010
3. Child Fatality Prevention Team 2010 Year-End Report
4. Project Status Update – August 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, August 2, 2010, at 5:30 p.m. in the Commissioners' 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); 2) consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee pursuant to G.S. § 143-318.11(a)(6); and 3) establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the amount of compensation and other material terms of an employment contract or proposed employment contract pursuant to G.S. § 143-318.11(a)(5).

Kim Rogers, Chairman
Union County Board of Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 8/2/2010

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
months of July and August 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 months of July and August 2010

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

5 YEARS OF SERVICE

BRETT VINES
DIANA FIGUEROA
STEPHANIE LESTER
PATRICIA POLAND
DEREK GRAHAM
DUANE FITCHETT
BENJAMIN HARGETTE
WILLIAM MCGUIRT
ROBERT RUCKER
FAYE TREADAWAY

DEPARTMENT

CENTRAL ADMINISTRATION
HEALTH DEPARTMENT
HEALTH DEPARTMENT
LIBRARY
PUBLIC WORKS
SHERIFF'S OFFICE
SHERIFF'S OFFICE
SHERIFF'S OFFICE
SHERIFF'S OFFICE
SHERIFF'S OFFICE

10 YEARS OF SERVICE

JEFFREY MOSER
TOMMY GALLIS
GWENDOLYN PENN

DEPARTMENT

PUBLIC WORKS
SHERIFF'S OFFICE
SOCIAL SERVICES

15 YEARS OF SERVICE

MARIA BLAIR
BRIAN HELMS
LORI PIERCE
MICHELLE STARNES
RONALD YOW
BRENDA HARTIS
ANGELA MALLARD

DEPARTMENT

HEALTH DEPARTMENT
SHERIFF'S OFFICE
SHERIFF'S OFFICE
SHERIFF'S OFFICE
SHERIFF'S OFFICE
SOCIAL SERVICES
SOCIAL SERVICES

20 YEARS OF SERVICE

JEROME SUTTON
JIMMY WHITLEY
TANIA CRAIG
MARY ANN HAYDEN
CAROL LARRIMORE
SHELIA RORIE
PENNY HINSON

DEPARTMENT

FIRE MARSHAL'S OFFICE
PUBLIC WORKS
SOCIAL SERVICES
SOCIAL SERVICES
SOCIAL SERVICES
SOCIAL SERVICES
SOCIAL SERVICES
TAX COLLECTIONS

25 YEARS OF SERVICE

LINDA EDWARDS

DEPARTMENT

TAX ADMINISTRATION

30 YEARS OF SERVICE

SYBIL GADDY

DEPARTMENT

INFORMATION SYSTEMS

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 2, 2010

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

SUBJECT: Proposed text amendment Section 21(d) of Article III Administrative Mechanism of the Union County Land Use Ordinance

DEPARTMENT: Planning

PUBLIC HEARING: Yes

ATTACHMENT(S):
Proposed text amendment Section 21(d) of Article III of the Union County Land Use Ordinance

INFORMATION CONTACT:
Richard Black
Lee Jenson

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

DEPARTMENT'S RECOMMENDED ACTION: To hold a public hearing to amend Section 21(d) of Article III of the Union County Land Use Ordinance

BACKGROUND: The Planning Board began discussing the attendance requirements for alternate members due to the fact that one of the alternates would be out of town on business for several months. The alternate member would miss more three consecutive meetings which is one of the attendance requirements for regular members. The issue or concern of the Planning Board was should this requirement also be apply to alternate members.

The attendance requirements for alternate members in the Land Use Ordinance are less definitive: "Alternate members may be removed for repeated failure to attend or participate in meetings when requested to do so in accordance with regularly established procedures." The problem with this attendance requirement for alternates is the Planning Board has no regularly established procedures for requesting alternates to attend or participate in meetings. In practice, the expectation has been that the alternates will attend all regular meetings, not just meetings where one or more regular members are not able to attend. One of the main reasons for expecting alternates to attend all meetings is that it is considered one of our main training tools for preparing alternates to become regular members.

Based on the absence of regularly established procedures and the importance of attending meetings as a training tool, the following text amendment was prepared by staff for the Planning Board's review and recommendation:

Section 21 Appointment and Terms of Planning Board Members.

Current Wording:

(d) Regular planning board members may be removed by the Board at any time for failure to attend three consecutive meetings or for failure to attend thirty percent or more of the meetings within any twelve month period or for any other good cause related to performance of duties. Alternate members may be removed for repeated failure to attend or participate in meetings when requested to do so in accordance with regularly established procedures. Upon request of the member proposed for removal, the Board shall hold a hearing on the removal before it becomes effective.

Proposed Amendment:

(d) Regular and alternate planning board members may be removed by the Board at any time for failure to attend three consecutive meetings or for failure to attend thirty percent or more of the meetings within any twelve month period or for any other good cause related to performance of duties. Upon request of the member proposed for removal, the Board shall hold a hearing on the removal before it becomes effective.

On July 6, 2010, the Planning Board unanimously recommended the proposed text amendment to Section 21 of the Land Use Ordinance which would establish the same attendance requirements for alternate members as are required of regular members.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will on Monday, August 2, 2010, at 7:00 p.m. in the Commissioners' Board Room, Room 118, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, conduct a public hearing to receive comments from the public on the amendments and petitions set forth below.

1) Amend Article III Administrative Mechanisms Section 21 (d) of the Union County Land Use Ordinance by replacing the current wording with the proposed amendment. The effect of this amendment will be that attendance requirements for alternate members of the Planning Board will be same as attendance requirements for regular members.

2) Current Wording: Regular planning board members may be removed by the Board at any time for failure to attend three consecutive meetings or for failure to attend thirty percent or more of the meetings within any twelve month period or for any other good cause related to performance of duties. Alternate members may be removed for repeated failure to attend or participate in meetings when requested to do so in accordance with regularly established procedures. Upon request of the member proposed for removal, the Board shall hold a hearing on the removal before it becomes effective.

Proposed Amendment: Regular and alternate planning board members may be removed by the Board at any time for failure to attend three consecutive meetings or for failure to attend thirty percent or more of the meetings within any twelve month period or for any other good cause related to performance of duties. Upon request of the member proposed for removal, the Board shall hold a hearing on the removal before it becomes effective.

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

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

Any person requesting a sign language interpreter, please call (704) 225-8554 and make a request at least 96 hours in advance. Any other special assistance needed by an individual due to a disability under the Americans with Disabilities Act should call (704) 283-3810 and make a request at least 96 hours in advance.

Lynn G. West
Clerk to the Board
July 20, 27, 2010

NORTH CAROLINA,
UNION COUNTY

AFFIDAVIT OF PUBLICATION

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

July 20, 27, 2010

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

This 27 day of July 2010
Pat Deese

Sworn to and subscribed before me, this 27 day of July 2010
Keith P. Clutz Notary Public

My commission expires * May 11, 2013 *

ice
Inches: 12.24
Monroe, NC Date: July 27 2010

Title III Account # 30062340

COST \$ 243.78

Commissioners

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

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

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1) **Amend Article III Administrative Mechanisms Section 21 (d) of the Union County Land Use Ordinance by replacing the current wording with the proposed**

amendment. The effect of this amendment will be that attendance requirements for alternate members of the Planning Board will be same as attendance requirements for regular members.

2) **Current Wording:**

Regular planning board members may be removed by the Board at any time for failure to attend three consecutive meetings or for failure to attend thirty percent or more of the meetings within any twelve month period or for any other good cause related to performance of duties. Alternate members may be removed for repeated failure to attend or participate in meetings when requested to do so in accordance with regularly established procedures. Upon request of the member proposed for removal, the Board shall hold a hearing on the removal before it becomes effective.

Proposed Amendment:

Regular and alternate planning board members may be removed by the Board at any time for failure to attend three consecutive meetings or for failure to attend thirty percent or more of the meetings within any twelve month period or for any other good cause related to performance of duties. Upon request of the member proposed for removal, the Board shall hold a hearing on the removal before it becomes effective.

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Lynn G. West

Clerk to the Board

Publish on: Tuesday, July 20, 2010, and Tuesday, July 27, 2010

Statements of Consistency for Proposed Text Amendment

TO APPROVE AMENDMENT

(1) Amendment to Subsection (d) of Section 21, Appointment and Terms of Planning Board Members.

Whereas, pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that adoption of the proposed text amendment is consistent with the adopted Union County Land Use Plan, and that adoption of the proposed text amendment is reasonable and in the public interest because it helps to more clearly define the attendance requirements for alternate planning board members by making the requirements the same as those currently in place for regular planning board members.

Statements of Consistency for Proposed Text Amendment

TO DENY AMENDMENT

(1) Amendment to Subsection (d) of Section 21, Appointment and Terms of Planning Board Members.

Whereas, pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that the proposed text amendment is consistent with the Union County Land Use Plan, but that denial of the proposed text amendment is reasonable, in the public interest, and consistent with the Union County Land Use Plan because the current version of Subsection (d) of Section 21 provides an adequate mechanism to remove alternate planning board members for repeated absences from meetings in which their attendance is requested.

**UNION COUNTY
BOARD OF COMMISSIONERS**

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(Central Admin. use only)

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DEPARTMENT: Planning

PUBLIC HEARING: Yes

ATTACHMENT(S):
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FINANCIAL IMPACT:

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

Manager Recommendation:

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Proposed Amendment: Regular and alternate planning board members may be removed by the Board at any time for failure to attend three consecutive meetings or for failure to attend thirty percent or more of the meetings within any twelve month period or for any other good cause related to performance of duties. Upon request of the member proposed for removal, the Board shall hold a hearing on the removal before it becomes effective.

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Lynn G. West
 Clerk to the Board
 July 20, 27, 2010

NORTH CAROLINA,
 UNION COUNTY

AFFIDAVIT OF PUBLICATION

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

July 20, 27, 2010

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

This 27 day of July 2010
Pat Deese

Sworn to and subscribed before me, this 27 day of July 2010
Ruth P. Clark Notary Public

My commission expires * May 11, 2013 * Seal

ice
 Inches: 12.24
 Monroe, NC Date: July 27 2010

Article III Account # 30062340

COST \$ 243.78

Commissioners

IN ACCOUNT WITH

THE ENQUIRER-JOURNAL

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

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will on Monday, August 2, 2010, at 7:00 p.m. in the Commissioners' Board Room, Room 118, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, conduct a public hearing to receive comments from the public on the amendments and petitions set forth below.

- 1) **Amend Article III Administrative Mechanisms Section 21 (d) of the Union County Land Use Ordinance by replacing the current wording with the proposed amendment.** The effect of this amendment will be that attendance requirements for alternate members of the Planning Board will be same as attendance requirements for regular members.

2) **Current Wording:**

Regular planning board members may be removed by the Board at any time for failure to attend three consecutive meetings or for failure to attend thirty percent or more of the meetings within any twelve month period or for any other good cause related to performance of duties. Alternate members may be removed for repeated failure to attend or participate in meetings when requested to do so in accordance with regularly established procedures. Upon request of the member proposed for removal, the Board shall hold a hearing on the removal before it becomes effective.

Proposed Amendment:

Regular and alternate planning board members may be removed by the Board at any time for failure to attend three consecutive meetings or for failure to attend thirty percent or more of the meetings within any twelve month period or for any other good cause related to performance of duties. Upon request of the member proposed for removal, the Board shall hold a hearing on the removal before it becomes effective.

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

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

Any person requesting a sign language interpreter, please call (704) 225-8554 and make a request at least 96 hours in advance. Any other special assistance needed by an individual due to a disability under the Americans with Disabilities Act should call (704) 283-3810 and make a request at least 96 hours in advance.

Lynn G. West

Clerk to the Board

Publish on: Tuesday, July 20, 2010, and Tuesday, July 27, 2010

Statements of Consistency for Proposed Text Amendment

TO APPROVE AMENDMENT

(1) Amendment to Subsection (d) of Section 21, Appointment and Terms of Planning Board Members.

Whereas, pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that adoption of the proposed text amendment is consistent with the adopted Union County Land Use Plan, and that adoption of the proposed text amendment is reasonable and in the public interest because it helps to more clearly define the attendance requirements for alternate planning board members by making the requirements the same as those currently in place for regular planning board members.

Statements of Consistency for Proposed Text Amendment

TO DENY AMENDMENT

(1) Amendment to Subsection (d) of Section 21, Appointment and Terms of Planning Board Members.

Whereas, pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that the proposed text amendment is consistent with the Union County Land Use Plan, but that denial of the proposed text amendment is reasonable, in the public interest, and consistent with the Union County Land Use Plan because the current version of Subsection (d) of Section 21 provides an adequate mechanism to remove alternate planning board members for repeated absences from meetings in which their attendance is requested.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 8-2-2010

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

SUBJECT: FY 2011 RURAL OPERATING ASSISTANCE PROGRAM GRANT
APPLICATION (DUE 8-13-10)

DEPARTMENT: TRANSPORTATION **PUBLIC HEARING:** Yes

ATTACHMENT(S):

- 1-APPLICATION
- 2-CERTIFIED STATEMENT
- 3-SUB-ALLOCATION WORKSHEET
(FORMULA)
- 4-SUB-ALLOCATION WORKSHEET
(SUPPLEMENTAL)
- 5-ROAP ALLOCATIONS CHART

INFORMATION CONTACT:

ANNETTE SULLIVAN

TELEPHONE NUMBERS:

704-292-2566

704-361-1494

DEPARTMENT'S RECOMMENDED ACTION: Recommend that the annual grant application be approved for submittal for funding in the amount of \$393,334 (\$216,361 Formula and \$ 176,973 Supplemental funds)

BACKGROUND: This is the annual grant application for the Rural Operating Assistance Program through NCDOT. County governments are the only eligible applicants for ROAP funds with the Financial Officer being the DOT mandated responsible person to oversee the grant funding. The application has historically been completed and submitted by Union County Transportation. This grant includes funding in three different program areas and the funding is sub-allocated to two county departments for provision of transportation services.

Union County Transportation receives the sub-allocation for two out of the three designated sources of funding; the Elderly & Disabled Transportation Assistance Program funds (EDTAP) and the Rural General Public funds (RGP). The EDTAP portion consists of funding for the provision of transportation services through our department for any Elderly and Disabled citizen who does not qualify under a Human Service Agency to employment opportunities, medical appointments/treatments, shopping, personal business, etc. and the Rural General Public funding is utilized to provide transport to any member of the general public who needs transport for employment, educational opportunities, medical appointments, personal business, etc. It is required that RGP portion be sub-allocated to transit systems only.

The third designated funding source is DOT Employment funds. These funds are utilized by Union County DSS to provide "other services" such as car repairs, 3 months of insurance costs,

tire purchases or trips with Union County Transportation for the low-income employed general public or transitional Work First clients (who have concluded their cash assistance in the local Workforce Development Programs) who are at risk of becoming unemployed due to transportation challenges.

The Rural General Public funding is the only portion of this grant funding that requires a local match. The local match has always been generated through the \$2.00 per one way trip fare that is charged to the person(s) utilizing this funding source.

Currently Union County receives the sixth highest level of funding out of 101 participating counties; with the top five being Mecklenburg, Wake, Guilford, Cumberland, and Forsyth.

FINANCIAL IMPACT: \$393,334 in revenue for the county through our department.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Public Hearing Notice

This is to inform the public of the opportunity to attend a public hearing on the proposed Rural Operating Assistance Program (ROAP) application to be submitted to the North Carolina Department of Transportation no later than August 12, 2010 by the county of Union. The public hearing will be held on August 2, 2010 at 7:00 p.m. at the Union County commissioners meeting in the Union County Government Center located at 500 N. Main St., Monroe N.C. 28112. Union County will provide auxiliary aids and services under the ADA for disabled persons who wish to participate in the hearing. Anyone requiring special services should contact Lynn G. West, Clerk to the Board, at 704-283-3853 as soon as possible so that arrangements can be made.

The programs included in the Rural Operating Assistance Program application are:

1. Elderly & Disabled Transportation Assistance (EDTAP) Program provides operating assistance for the transportation of elderly and disabled citizens.

2. Employment Transportation Assistance Program is intended to provide operating assistance for the transportation of persons with employment related transportation needs.

3. Rural General Public (RGP) Program funds are intended to provide operating assistance for the transportation of individuals who do not have human service agency assistance to pay for their transportation and live in non-urbanized areas. The period of performance for Rural Operating Assistance Program funds is July 1, 2010 through June 30, 2011. The FY2011 ROAP individual program totals are:

PROGRAM TOTAL	
EDTAP	\$ 82,767
EMPL	\$ 29,604
RGP	\$ 103,990
Supplemental EDTAP	\$47,714
Supplemental EMPL	\$37,129
Supplemental RGP	\$92,133
TOTAL	\$393,334

This application may be inspected at the Union County Transportation Office located at 610 Patton Avenue, Monroe N.C. 28110 from 8:00 a.m. until 5:00 p.m., Monday through Friday. Written comments should be directed to Lynn G. West, Clerk to the Board at 500 N. Main Street, Monroe N.C. 28112 before July 26, 2010.

July 22, 2010

**NORTH CAROLINA,
UNION COUNTY**

AFFIDAVIT OF PUBLICATION

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

July 22, 2010

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

This 22 day of July 2010
Pat Deese

Sworn to and subscribed before me, this 22 day of July 2010
Beth P. Clutz Notary Public

Seal

My commission expires * May 11, 2013 *

Inches: 9.74
Monroe, NC Date: July 22 2010

Public Hearing Account # 30062340

COST \$ 97.01

Commissioners

IN ACCOUNT WITH

THE ENQUIRER-JOURNAL

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

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

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Publish: Thursday, July 22, 2010

Aviso-muestrario de Audiencia Pública

Este aviso es para informar al público de la oportunidad de asistir a una audiencia pública sobre la solicitud propuesta para el programa de Asistencia de Operaciones Rurales (ROAP) que se someterá al Departamento de Transporte de Carolina del Norte por el condado de Union no más tarde del 12 de Agosto, 2010. Se llevará a cabo la audiencia pública el 2 de agosto, 2010 a las 7:00 PM en la reunión de los Comisarios del Condado Union en el Centro de Gubernamental del Condado ubicado en 500 N Main Street, Monroe NC. El Condado de Union les proporcionará ayuda y servicios auxiliares bajo el ADA para las personas discapacitadas que deseen participar en la audiencia. Alguien que requiere servicios especiales deberá ponerse en contacto con Lynn West, Secretaria de la Cámara, al 704 283-3853 lo mas pronto posible para hacer los preparativos.

Los programas incluidos en la solicitud del Programa de Asistencia de Operaciones Rurales son:

1. El programa de Asistencia para el Transporte de los Ancianos y los Discapacitados (EDTAP) proporciona asistencia de operaciones para el transporte de los ciudadanos ancianos y discapacitados.

2. El programa de Asistencia de Transportación para Empleo proporciona asistencia en las operaciones de transportación de personas con necesidades de transporte relacionadas con el empleo.

3. Fondos del Programa Rural para el Publico en General (RGP) proveen asistencia para la transportación de aquellos individuos que no tienen asistencia de pago de la agencia de recursos humanos para pagar su transportación y que viven en áreas no urbanizadas.

El periodo del uso de los fondos del programa de Asistencia de Operaciones Rurales es el 1 de julio, 2010 hasta el 30 de junio, 2011. Los totales de cada programa ROAP del año fiscal 2011 son:

PROGRAMA	TOTAL
EDTAP	\$82,767
EMP	\$29,604
RGP	\$103,990
Supplemental EDTAP	\$47,711
Supplemental EMPL	\$37,329
Supplemental RGP	\$92,133
TOTAL	\$393,334

Se puede inspeccionar este solicitud en la oficina de Transporte del Condado Union ubicado en 610 Patton Avenue, Monroe, NC 28110 de 8:00 AM a 5:00 P.M., Lunes a Viernes.

Comentarios escritos deben ser dirigidos a Lynn West, Secretaria de la Cámara ubicada en 500 N Main Street, Monroe N.C. 28112, antes del 26 de julio, 2010.

July 22, 2010

**NORTH CAROLINA,
UNION COUNTY**

AFFIDAVIT OF PUBLICATION

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

July 22, 2010

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

This 22 day of July 2010
Pat Deese

Sworn to and subscribed before me, this 22 day of July 2010
Beck P. Clark Notary Public

My commission expires * May 11, 2013 * Seal

Inches: 11.99
Monroe, NC Date: July 22 2010

Account # 30062340

COST \$ 119.40

nd of Commissioners

IN ACCOUNT WITH

THE ENQUIRER-JOURNAL

Post Office Box 5040
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Publish: Thursday, July 22, 2010

CERTIFIED STATEMENT
FY 2011
RURAL OPERATING ASSISTANCE PROGRAM
County of Union

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips and for other transportation services for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CTSP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government is the only eligible recipient of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP application. NCDOT will disburse the ROAP funds only to the county and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips and transportation services provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2010 to June 30, 2011 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Union North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips and services for five years that prove that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips and transportation services provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips and other transportation services when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2011 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county manager will provide written assurance to the Public Transportation Division that the employment transportation needs in the county have been met prior to transferring any Employment Transportation Program (EMPL) funds or Supplemental EMPL funds. The letter will describe the process used to make this determination. Transfer of EMPL or SuppEMPL funds is prohibited if there are any unmet needs or service strategies in the Coordinated Public Transit – Human Services Transportation Plan that have not been addressed.
- The county will provide an accounting of trips, services and expenditures in semi-annual reports to NCDOT – Public Transportation Division or its designee.
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY 2011 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly & Disabled Transportation Assistance Program (EDTAP)		\$ 82,767.00
Employment Transportation Assistance Program (EMPL)		\$ 29,604.00
Rural General Public Program (RGP)		\$ 103,990.00
Supplemental EDTAP		\$ 47,711.00
Supplemental EMPL		\$ 37,129.00
Supplemental RGP		\$ 92,133.00
TOTAL		\$ 393,334.00

WITNESS my hand and county seal, this ____ day of _____, 20____.

Signature of Board of County Manager/Administrator

Signature of Board of County Commissioners Chairperson

Printed Name of County Manager/Administrator

Printed Name of Chairperson

State of North Carolina County of

County Seal Here

Signature of County Finance Officer

Printed Name of County Finance Officer

BUDGET AMENDMENT

BUDGET Transportation/DSS
 FISCAL YEAR FY2011

REQUESTED BY Annette Sullivan
 DATE August 02, 2010

INCREASE

Description
State Revenue 16,544
Operating Expenses 16,544

DECREASE

Description

Explanation: Appropriate additional state grant funding for the NC Department of Transportation Rural Operating Assistance Program for FY 2011.

DATE _____

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

FOR POSTING PURPOSES ONLY

DEBIT

CREDIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	<u>Amount</u>
10558100-5290-1680	Tools & Supplies	2,968	10458100-4485-1680	State Revenue EDTAP	2,062
10553101-5396-1450	Transportation	13,576	10458100-4495-1680	State Revenue RGP	906
			10453101-4485-1450	State Revenue Employment	13,576

Total 16,544
 Prepared By bl
 Posted By _____
 Date _____

Total 16,544
 Number 2

Application for Transportation Operating Assistance

FY2011 Rural Operating Assistance Program Funds

Name of Applicant (County)	UNION COUNTY
County Manager	ALFRED GREENE
County Manager's E-mail Address	AlGreene@co.union.nc.us
County Finance Officer	DAVID CANNON
CFO's E-mail Address	David.Cannon@co.union.nc.us
Person Completing this Application	ANNETTE SULLIVAN
Person's Job Title	TRANSPORTATION DIRECTOR
Person's E-mail Address	AnnetteSullivan@co.union.nc.us
Community Transportation System	UNION COUNTY TRANSPORTATION
Name and Email Address of Contact	ANNETTE SULLIVAN AnnetteSullivan@co.union.nc.us
CT System's Web site URL	www.co.union.nc.us (select Transportation under departments)
Supplemental ROAP Funding Request Included:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Application Completed by: _____ Date: _____
Signature

Application Instructions

County officials should read the ROAP Program State Management Plan which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee. The person completing the application must sign the application document that is mailed to NCDOT.
- Outreach and public involvement in the decision how to use the ROAP funds are key to providing service that meets the needs of individuals in the community.
- Click on the **gray rectangle** and type each answer. If needed, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form.
- If there are questions regarding this application, contact the NCDOT-PTD Mobility Development Specialist assigned to the area served by the transit system.

FY2011 ROAP Program Schedule

Early Application Deadline	August 13, 2010
Early Disbursement - <i>Must meet early deadline!</i>	August 31, 2010
Final Application Deadline	August 31, 2010
First Disbursement (50%)	September 30, 2010
Proposed Second Disbursement (25%)	December 31, 2010
Proposed Third Disbursement (25%)	March 31, 2011

County's Management of ROAP Funds

All counties are eligible to receive Rural Operating Assistance Program (ROAP) funding from the State of North Carolina. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process.
- ROAP funds are expended on eligible activities only.
- Supporting documentation of expenditures is maintained.
- Service recipients meet eligibility requirements and their eligibility is documented.
- Trips and services funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips, services and expenditures is provided in a semi-annual report to NCDOT.
- ROAP funds received and expended are included in the local annual audit.

Transportation Needs and Public Involvement in Funding Decisions	Yes or No
A. Was a list of transportation needs in the county compiled and prioritized BEFORE the county sub-allocated the ROAP funds? If yes, then when? DURING LCP PROCESS IN MARCH 2009	YES
B. Were the agencies or organizations offering programming for elderly, disabled or low income persons in the county notified that the county had ROAP funds to sub-allocate for transportation purposes? If yes, then how? DURING APPLICATION PROCESS AND THE UNION COUNTY TAB MEETINGS IN APRIL 2010 AND JULY 2010	YES
C. Were elderly, disabled and low income citizens notified that the county had ROAP funds to sub-allocate for transportation purposes? If yes, then how? DURING PUBLIC HEARING FOR THE APPLICATION, AND THROUGH HANDOUTS AND POSTINGS AT AGENCIES SUCH AS DSS, HEALTH DEPT. , VETERAN SERVICES, SENIOR NUTRITION, ON TRANSPORTATION VANS, ETC	YES
D. Does the county ask the Community Transportation Advisory Board (TAB) to recommend how the ROAP funds should be sub-allocated?	YES
E. How did the county decide on the amount of ROAP funds to sub-allocate to a subrecipient? After discussion by the TAB Board it was determined that all EDTAP and RGP funding will be sub-allocated to the transit system and the employment funds will be sub-allocated to the local DSS. Agencies who have persons in need of transport provided under the EDTAP or RGP due to depletion of funding within their agency or those persons who have applied but who do not qualify for sponsorship by the agency will be referred to UCT and they will become transit system clients if they are found to meet the eligibility criteria for the ROAP services. Union County is not sub-allocating to outside agencies.	
F. Does the federally funded Community Transportation System operating in the county have a Community Transportation Service Plan (CTSP) or Community Transportation Improvement Plan (CTIP) that was developed in the last five years or being completed at this time?	YES
G. If the Community Transportation System in the county has a CTSP plan that is older than five years, the county must request planning funds for a CTSP by June 30, 2011 to maintain their eligibility for ROAP Program funds. Local matching funds of 10% are required. When does the county plan to request CTSP planning funds? N/A	
H. Does your county have a Coordinated Public Transit-Human Services Transportation Plan (LCP) that provides a list of unmet transportation needs and/or gaps in transportation services?	YES
I. Does the county have other transportation plans that address public transportation needs?	NO
If yes, list and describe these plans.	

Financial Management of ROAP Funds	Yes or No
J. Does the county disburse/allocate ROAP funds to any county governmental departments?	YES
Financial Management of ROAP Funds (cont.)	Yes or No
K. If yes, how does the county account for these funds within the county's accounting system? The Finance Department allocates ROAP funds to the Transportation and DSS departments within the county's accounting system. The county allocates these funds to a separate GL account for each of the revenue program types. Ex: RGP has a separate GL account versus EDTAP and Employment.	
L. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?	NO
M. If yes, does the county have a written agreement with these agencies that addresses the proper use and accountability of these funds? <i>(Include a sample agreement with application)</i>	N/A
N. If any of the departments, agencies or organizations receiving ROAP funding from the county get transportation funding from other Federal, State or Local funding sources, list those funding programs: HOME AND COMMUNITY CARE BLOCK GRANT (UC Transportation)	
O. Do any subrecipients receive ROAP funds before any transportation services or trips are provided, and refund the unused portion at the end of the period of performance?	NO
P. Are ROAP funds being deposited in an interest bearing account?	YES
Q. What does the county do with the interest from the ROAP funds? Interest from the ROAP funds are used to provide additional trips or services for those receiving service through one of the ROAP programs.	
R. Does the county provide any local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?	YES
S. Is supporting documentation maintained for all ROAP grant financial transactions for five years?	YES
Monitoring and Oversight Responsibilities	Yes or No
T. Are there any county officials, other than the Finance Officer, who will be responsible for the oversight and evaluation of the transportation services or trips provided with the ROAP funding?	YES
U. List the name, title and employer of the person(s) designated to monitor and evaluate ROAP funded services. Annette Sullivan, Transportation Director Employer--Union County Steve Ramsey, Work First Supervisor Employer—Union County	
V. Does the county have a method and time schedule for collecting statistical data about the services and trips provided with ROAP funds?	YES
W. If progress reports or milestone reports are required by the county, how frequently are these provided to the county? The CFO will receive monthly statistical data and the Internal Auditor will review a random selection of client eligibility documentation and records of services received on a quarterly basis to verify compliance by Transportation and DSS	
X. Does the county require the subrecipients of ROAP funds to use the transportation services of the federally funded Community Transit System operating in the county?	YES, when possible
Y. Are subrecipients of ROAP funds coordinating transportation services with other subrecipients in the county therefore reducing any duplication of effort?	YES

Accountability to North Carolina Taxpayers	Yes or No
Z. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	YES
AA. Is the county prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at the specified cost?	YES
Accountability to North Carolina Taxpayers (cont.)	Yes or No
BB. A semi-annual ROAP Report must be completed and sent to NCDOT. Who will be designated to complete these reports in FY2011? <i>(name, title, employer)</i> ANNETTE SULLIVAN, TRANSPORTATION DIRECTOR EMPLOYER - UNION COUNTY	

Elderly and Disabled Transportation Assistance Program

The Elderly and Disabled Transportation Assistance Program (EDTAP), originally enacted by legislation in the 1989 Session of the North Carolina General Assembly (Article 2B, 136-44.27), provides operating assistance funds for the transportation of the state's elderly and disabled citizens. This transportation assistance allows the elderly and disabled to reside for a longer period in their homes, thereby enhancing their quality of life.

Elderly and Disabled Transportation Assistance Program Questions	Yes or No
A. Using the Eligible Transportation Expense Matrix, what will be the trip purposes and/or other services that will be provided using EDTAP funds. <i>(Eligible Transportation Expense Matrix is in Appendix A of the ROAP State Management Plan)</i> NON EMERGENCY MEDICAL, PHARMACY, PERSONAL BUSINESS, PUBLIC HEARINGS/MEETINGS, CLASSES, EMPLOYMENT RELATED TRIPS (INTERVIEW, WORK, APPLICATION)	
B. Does the federally funded Community Transit System operating in your county receive a sub-allocation of EDTAP funds?	YES
If yes, does the county dictate which agencies and organizations will receive transportation services with any of the EDTAP funds the transit system receives?	NO
Can the Community Transit System use any of the EDTAP funds it receives to provide transportation for elderly and disabled citizens of the county who are not receiving transportation benefits from human service agencies or organizations?	YES
C. Will any of the subrecipients use their EDTAP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance only.)</i> 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	NO
D. Will any of the subrecipients of EDTAP funds charge a fare for an EDTAP funded trip?	YES
If yes, how much will the fare be? / \$2.00	
If yes, how will the fare revenue be used? TO EXTEND THE FUNDING THEREFORE ALLOWING ADDITIONAL TRIPS FOR THE ELDERLY AND DISABLED	
E. Do any of the subrecipients of EDTAP funds prioritize or restrict EDTAP funded services based on the purpose, origin, timing or destination of the trip?	YES

<p>F. Is there a process or policy for determining when it is appropriate to transfer EDTAP funds from one sub-recipient to another to prevent there being unspent funds at the end of the period of performance?</p>	<p>N/A</p>
<p>G. EDTAP funded services are expected to be provided throughout the entire year. If the EDTAP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?</p>	<p>YES</p>

Employment Transportation Assistance Program

The Employment Transportation Assistance Program (EMPL) is intended to help DSS clients that transitioned off Work First or TANF in the last 12 months, Workforce Development Program participants and/or the general public to travel to work, employment training and/or other employment related destinations.

Employment Transportation Program Questions	Yes or No
A. Using the Eligible Transportation Expense Matrix, list the trip purposes and/or other services that will be provided using EMPL funds. <i>(Eligible Transportation Expense Matrix is in Appendix A of the ROAP State Management Plan)</i> DSS provides car repairs, car insurance up to 3 months, or mileage reimbursements for employed participants. There is also the possibility that we may purchase bus passes on the Charlotte Area Transit Systems or trips from Union County Transportation.	
B. Describe the individuals who will be eligible for EMPL funded trips or services. These funds will be used to assist DSS clients that transitioned off of Work First in the last 12 months and the general public to assist with travel to work, employment training or other employment related destinations. It is estimated that these funds will serve approximately 29 participants. This was determined by dividing the allocation by the maximum allowance of \$1000. This estimate may increase due to participants not using the maximum allotment.	
D. Will any of the subrecipients of EMPL funds charge a fare for an EMPL funded trip?	NO
If yes, how much will the fare be? N/A	
If yes, how will the fare revenue be used? N/A	
E. Will any of the EMPL funded services be open to citizens in the county who need transportation to a job or employment related destination but are not receiving transportation benefits from a human service agency or organization?	NO
F. Is there a process or policy for determining when it is appropriate to transfer funds from one sub-recipient to another to prevent there being unspent funds at the end of the period of performance?	NO
G. How will the county determine when "all the county's employment transportation needs have been met?" The need for transportation assistance is high within our county; we plan to assist as many participants as possible until all funding has been expended.	
H. Has the county transferred any EMPL funds to EDTAP or RGP in the last two years?	NO
I. Will any of the subrecipients use their EMPL sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance only.)</i> 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	NO
J. EMPL funded services are expected to be provided throughout the entire year. If the EMPL funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	NO

Rural General Public Program

The Rural General Public Program assistance funds are intended to provide transportation services for individuals from the county who are not receiving transportation benefits from human service agencies or organizations. The county, in consultation with the Community Transportation System, must determine the RGP services to be provided with the formula RGP funds.

Rural General Public Program Questions	Yes or No
A. Is the Community Transit System assessing the transportation needs of the transportation disadvantaged citizens of ALL ages living in the county?	YES
B. Has the Community Transit System planned how to provide the RGP funded services?	Yes
C. Will RGP services be restricted or prioritized in any way to control the expenditure of funds over time?	YES, if necessary
D. Will RGP services be provided to citizens who need transportation but don't have a human service agency or organization to pay for it?	YES
E. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transit System use fare revenue to generate the local 10% match requirement for RGP funds?	YES
If yes, how much will the fare be? \$2.00	
If yes, how will the fare revenue be used? TO EXTEND THE NUMBER OF TRIPS BEING PROVIDED	
If no, describe the source of the required matching funds? N/A	
F. Will RGP funded trips be coordinated with human service agency trips?	YES
G. How will the Community Transit System market the proposed RGP funded services? Information pertaining to the RGP funding is included in the system brochures as well as a specific RGP brochure that is available. Information is also provided during speaking events in the community and information regarding our services is posted on the local cable channel that is exclusive to Union County Government. As part of our marketing strategy we currently advertise all of our services on the local radio station broadcasting in our area.	
H. Will the Community Transit System use any of their RGP sub-allocation as matching funds for any of the following programs? (<i>Matching funds for operating assistance only</i>) 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	NO
I. Is any part of the county in an urbanized area according to the 2000 census?	NO
J. RGP funded services are expected to be provided throughout the entire year. If the RGP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	YES

Supplemental ROAP Program

We anticipate receiving similar authorization as we did this fiscal year to move funds from the Public Transportation Division's Consolidated Rural Capital Program to the Supplemental ROAP operating assistance programs upon General Assembly adoption of the FY2011 state budget. Requesting some or all of these supplemental funds is optional.

These Supplemental ROAP funds shall be used to initiate new or expanded service or to continue services that began after July 1, 2006 with Supplemental ROAP funds as the funding source. All eligibility and restrictions that apply to the formula ROAP funds apply to the Supplemental ROAP funds.

Supplemental EDTAP Questions	Yes or No
<p>A. Which of the SuppEDTAP subrecipients in the county will be starting new or expanded services with their sub-allocation? UC TRANSPORTATION</p>	
<p>B. New or expanded services might include new fixed or deviated fixed routes, the expansion of the current service area, additional days and/or hours of operation, out-of-county service or offering more out-of-county service days. Which of these describes the new or expanded service(s) the subrecipients will be providing with SuppEDTAP funds? If not in this list, please describe the new or expanded service(s) proposed.</p> <p>UCT will continue to accept new passengers or provide additional trips to existing passengers that began receiving service after 7-1-2006 when we expanded our hours of operation & provided additional days of service to those passengers that requested additional service days under Supplemental ROAP funding</p>	
<p>C. Which of the SuppEDTAP subrecipients will be continuing services that began after July 6, 2006 with SuppEDTAP as the funding source? UNION COUNTY TRANSPORTATION</p>	
<p>D. Will the SuppEDTAP funded service(s) attract passengers that have not used public transportation in the past?</p>	YES, possibly
<p>E. Will any of the subrecipients use any of their SuppEDTAP sub-allocation as matching funds for any of the following programs? (<i>Matching funds for operating assistance only.</i>)</p> <p style="padding-left: 40px;">5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program</p>	NO
<p>F. SuppEDTAP funded services are expected to be provided throughout the entire year. If the SuppEDTAP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?</p>	YES
Supplemental EMPL Questions	Yes or No
<p>G. Which of the SuppEMPL subrecipients in the county will be starting new or expanded services with their sub-allocation? NONE</p>	
<p>H. New or expanded services might include new fixed or deviated fixed routes, the expansion of the current service area, additional days and/or hours of operation, out-of-county service or offering more days out-of-county service days. Which of these describes the new or expanded service(s) the subrecipients will be providing with SuppEMPL funds? If not in this list, please describe the new or expanded service(s) proposed.</p> <p>The expansion of the current service area. These funds will be used to assist low-income individuals (75% median income) to meet employment related transportation needs. It is estimated that these funds will serve approximately 37 participants.</p>	

I. Which of the SuppEMPL subrecipients will be continuing services that began after July 6, 2006 with SuppEMPL as the funding source? DSS currently works with numerous vendors to provide car repairs for employed persons, car insurance up to 3 months, or mileage reimbursements for employed participants	
Supplemental EMPL Questions (cont.)	
J. Will the SuppEMPL funded service(s) attract passengers that have not used public transportation in the past?	YES
K. Will any of the subrecipients use any of their SuppRGP sub-allocation as matching funds for any of the following programs? (<i>Matching funds for operating assistance only.</i>) 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	NO
L. SuppEMPL funded services are expected to be provided throughout the entire year. If the SuppEMPL funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	NO
Supplemental RGP Questions	
M. Will the Community Transportation System be providing a new or expanded service(s) with their sub-allocation?	YES, possibly
N. New or expanded services might include new fixed or deviated fixed routes, the expansion of the current service area, additional days and/or hours of operation, out-of-county service or offering more days out-of-county service days. Which of these describes the new or expanded service(s) the subrecipients will be providing with SuppRGP funds? If not in this list, please describe the new or expanded service(s) proposed. UCT will continue to take on new clients as appropriate under the Supplemental RGP and will continue service to those who began receiving service after July 1, 2006 under this funding source at which time we extended our service hours and began providing additional trips as requested.	
O. Will the Community Transportation System be continuing a service that began after July 1, 2006 with SuppRGP as the funding source?	YES
P. Will the SuppRGP funded service(s) attract passengers that have not used public transportation in the past?	YES, possibly
Q. Will the Community Transportation System use any of their SuppRGP sub-allocation as matching funds for any of the following programs? (<i>Matching funds for operating assistance only.</i>) 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	NO
R. SuppRGP funded services are expected to be provided throughout the entire year. If the SuppRGP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	YES

FY2011 ROAP Allocations

COUNTIES	EDTAP 10-11	EMPL 10-11	RGP 10-11	SuppEDTAP 10-11	SuppEMPL 10-11	SuppRGP 10-11	Total 10-11
Alamance	\$79,157	\$25,007	\$85,496	\$45,629	\$31,366	\$75,749	\$342,404
Alexander	\$45,389	\$7,651	\$40,799	\$26,165	\$9,597	\$36,148	\$165,749
Alleghany	\$37,610	\$3,347	\$30,211	\$21,680	\$4,199	\$26,767	\$123,814
Anson	\$43,150	\$9,544	\$36,049	\$24,872	\$11,970	\$31,939	\$157,524
Ashe	\$43,676	\$5,501	\$36,439	\$25,175	\$6,900	\$32,285	\$149,976
Avery	\$39,749	\$3,974	\$33,204	\$22,911	\$4,986	\$29,419	\$134,243
Beaufort	\$50,502	\$10,137	\$44,749	\$29,112	\$12,715	\$39,648	\$186,863
Bertie	\$40,910	\$6,507	\$33,879	\$23,581	\$8,163	\$30,017	\$143,057
Bladen	\$45,189	\$10,790	\$38,831	\$26,049	\$13,535	\$34,403	\$168,797
Brunswick	\$72,287	\$20,870	\$67,815	\$41,667	\$26,176	\$60,082	\$288,897
Buncombe	\$106,625	\$26,860	\$86,958	\$61,462	\$33,689	\$77,045	\$392,639
Burke	\$65,212	\$20,337	\$62,238	\$37,591	\$25,508	\$55,143	\$266,029
Cabarrus	\$80,708	\$11,677	\$48,822	\$46,522	\$14,646	\$43,257	\$245,632
Caldwell	\$61,713	\$11,327	\$58,452	\$35,573	\$14,207	\$51,788	\$233,060
Camden	\$36,419	\$3,410	\$29,639	\$20,992	\$4,278	\$26,260	\$120,998
Carteret	\$57,567	\$12,948	\$51,688	\$33,184	\$16,239	\$45,796	\$217,422
Caswell	\$42,194	\$5,918	\$35,251	\$24,321	\$7,423	\$31,233	\$146,340
Catawba	\$80,099	\$16,574	\$63,610	\$46,172	\$20,789	\$56,358	\$283,602
Chatham	\$51,324	\$10,838	\$50,384	\$29,585	\$13,595	\$44,640	\$200,366
Cherokee	\$44,292	\$4,766	\$36,667	\$25,532	\$5,977	\$32,487	\$149,721
Chowan	\$38,653	\$4,140	\$31,671	\$22,280	\$5,194	\$28,060	\$129,998
Clay	\$37,718	\$2,816	\$29,937	\$21,742	\$3,533	\$26,525	\$122,271
Cleveland	\$67,180	\$24,675	\$65,796	\$38,725	\$30,949	\$58,295	\$285,620
Columbus	\$54,913	\$19,173	\$48,097	\$31,653	\$24,049	\$42,614	\$220,499
Craven	\$62,232	\$20,047	\$65,723	\$35,873	\$25,145	\$58,230	\$267,250
Cumberland	\$113,268	\$54,586	\$81,166	\$65,291	\$68,465	\$71,914	\$454,690
Currituck	\$41,403	\$4,449	\$35,395	\$23,866	\$5,579	\$31,360	\$142,052
Dare	\$43,573	\$6,621	\$39,569	\$25,116	\$8,305	\$35,058	\$158,242
Davidson	\$84,694	\$24,528	\$89,904	\$48,820	\$30,764	\$79,653	\$358,363
Davie	\$47,061	\$7,592	\$42,445	\$27,127	\$9,523	\$37,607	\$171,355
Duplin	\$51,587	\$10,333	\$47,553	\$29,736	\$12,960	\$42,132	\$194,301
Durham	\$99,002	\$17,058	\$37,503	\$57,068	\$21,395	\$33,228	\$265,254
Eastern Band of the Cherokee	\$0	\$0	\$28,967	\$0	\$0	\$25,665	\$54,632
Edgecombe	\$51,545	\$30,938	\$39,830	\$29,712	\$38,805	\$35,290	\$226,120
Forsyth	\$128,324	\$39,322	\$72,931	\$73,970	\$49,321	\$64,616	\$428,484
Franklin	\$50,810	\$9,121	\$49,394	\$29,287	\$11,441	\$43,763	\$193,816
Gaston	\$100,219	\$28,553	\$79,125	\$57,768	\$35,812	\$70,105	\$371,582
Gates	\$37,550	\$3,807	\$30,502	\$21,645	\$4,776	\$27,025	\$125,305
Graham	\$36,573	\$2,539	\$28,769	\$21,082	\$3,185	\$25,490	\$117,638
Granville	\$50,739	\$11,341	\$48,708	\$29,247	\$14,226	\$43,156	\$197,417

COUNTIES	EDTAP 10-11	EMPL 10-11	RGP 10-11	SuppEDTAP 10-11	SuppEMPL 10-11	SuppRGP 10-11	Total 10-11
Greene	\$40,109	\$6,338	\$34,342	\$23,120	\$7,950	\$30,428	\$142,287
Guilford	\$167,879	\$52,121	\$69,345	\$96,770	\$65,373	\$61,438	\$512,926
Halifax	\$54,653	\$11,524	\$48,285	\$31,503	\$14,454	\$42,781	\$203,200
Harnett	\$64,772	\$16,453	\$70,594	\$37,336	\$20,635	\$62,544	\$272,334
Haywood	\$55,159	\$17,333	\$49,060	\$31,795	\$21,741	\$43,467	\$218,555
Henderson	\$70,294	\$17,577	\$62,888	\$40,520	\$22,047	\$55,719	\$269,045
Hertford	\$43,026	\$6,261	\$35,391	\$24,801	\$7,852	\$31,357	\$148,688
Hoke	\$46,143	\$8,450	\$43,864	\$26,597	\$10,599	\$38,864	\$174,517
Hyde	\$35,547	\$2,917	\$27,912	\$20,489	\$3,660	\$24,730	\$115,255
Iredell	\$79,082	\$25,432	\$88,833	\$45,585	\$31,896	\$78,706	\$349,534
Jackson	\$45,601	\$6,296	\$39,486	\$26,286	\$7,897	\$34,983	\$160,549
Johnston	\$81,000	\$23,115	\$92,364	\$46,690	\$28,991	\$81,833	\$353,993
Jones	\$37,612	\$3,476	\$29,869	\$21,680	\$4,361	\$26,464	\$123,462
Lee	\$50,126	\$8,618	\$49,221	\$28,894	\$10,810	\$43,610	\$191,279
Lenoir	\$53,821	\$12,170	\$49,229	\$31,024	\$15,266	\$43,617	\$205,127
Lincoln	\$56,533	\$11,139	\$56,205	\$32,586	\$13,971	\$49,797	\$220,231
Macon	\$46,858	\$5,596	\$39,681	\$27,010	\$7,019	\$35,157	\$161,321
Madison	\$40,217	\$4,328	\$34,181	\$23,181	\$5,429	\$30,284	\$137,620
Martin	\$42,103	\$6,424	\$35,435	\$24,268	\$8,057	\$31,395	\$147,682
McDowell	\$49,301	\$9,673	\$0	\$28,418	\$12,134	\$0	\$99,526
Mecklenburg	\$246,081	\$205,471	\$104,955	\$141,849	\$257,714	\$92,989	\$1,049,059
Mitchell	\$39,735	\$3,468	\$32,223	\$22,903	\$4,351	\$28,550	\$131,230
Montgomery	\$43,119	\$7,168	\$36,985	\$24,855	\$8,990	\$32,769	\$153,886
Moore	\$62,957	\$12,395	\$60,608	\$36,291	\$15,546	\$53,699	\$241,496
Nash	\$63,555	\$12,880	\$46,951	\$36,635	\$16,156	\$41,599	\$217,776
New Hanover	\$90,009	\$23,150	\$62,833	\$51,885	\$29,037	\$55,670	\$312,584
Northampton	\$42,232	\$7,014	\$34,327	\$24,342	\$8,797	\$30,414	\$147,126
Onslow	\$67,880	\$22,191	\$64,237	\$39,128	\$27,834	\$56,913	\$278,183
Orange	\$61,601	\$15,745	\$48,787	\$35,509	\$19,748	\$43,225	\$224,615
Pamlico	\$38,545	\$4,384	\$30,935	\$22,218	\$5,500	\$27,408	\$128,990
Pasquotank	\$46,588	\$11,486	\$42,592	\$26,855	\$14,407	\$37,737	\$179,665
Pender	\$51,716	\$9,015	\$46,906	\$29,811	\$11,309	\$41,559	\$190,316
Perquimans	\$38,428	\$3,864	\$30,964	\$22,150	\$4,847	\$27,434	\$127,687
Person	\$45,584	\$8,623	\$41,026	\$26,276	\$10,816	\$36,350	\$168,675
Pitt	\$74,389	\$20,119	\$56,180	\$42,880	\$25,235	\$49,776	\$268,579
Polk	\$40,757	\$4,418	\$33,435	\$23,495	\$5,541	\$29,624	\$137,270
Randolph	\$78,657	\$27,137	\$83,431	\$45,339	\$34,040	\$73,928	\$342,532
Richmond	\$50,344	\$16,662	\$44,852	\$29,020	\$20,899	\$39,739	\$201,516
Robeson	\$77,025	\$41,451	\$79,070	\$44,400	\$51,990	\$70,055	\$363,991
Rockingham	\$65,281	\$23,114	\$63,236	\$37,630	\$28,991	\$56,027	\$274,279
Rowan	\$78,377	\$19,361	\$82,429	\$45,178	\$24,286	\$73,032	\$322,663
Rutherford	\$56,419	\$14,613	\$51,703	\$32,521	\$18,329	\$45,809	\$219,394
Sampson	\$56,664	\$14,603	\$52,457	\$32,663	\$18,315	\$46,477	\$221,179
Scotland	\$46,114	\$17,104	\$40,844	\$26,581	\$21,454	\$36,187	\$188,284

COUNTIES	EDTAP 10-11	EMPL 10-11	RGP 10-11	SuppEDTAP 10-11	SuppEMPL 10-11	SuppRGP 10-11	Total 10-11
Stanly	\$52,969	\$10,765	\$50,128	\$30,533	\$13,503	\$44,414	\$202,312
Stokes	\$48,808	\$9,539	\$44,768	\$28,134	\$11,964	\$39,665	\$182,878
Surry	\$58,239	\$12,214	\$55,733	\$33,570	\$15,318	\$49,380	\$224,454
Swain	\$38,551	\$3,228	\$29,692	\$22,222	\$4,050	\$26,307	\$124,050
Transylvania	\$45,282	\$7,709	\$38,355	\$26,101	\$9,670	\$33,981	\$161,098
Tyrrell	\$35,044	\$2,169	\$0	\$20,200	\$2,721	\$0	\$60,134
Union	\$82,767	\$29,604	\$103,990	\$47,711	\$37,129	\$92,133	\$393,334
Vance	\$48,375	\$6,831	\$43,483	\$27,885	\$8,568	\$38,526	\$173,668
Wake	\$218,442	\$86,685	\$168,010	\$125,917	\$108,722	\$148,855	\$856,631
Warren	\$41,126	\$6,187	\$33,815	\$23,705	\$7,761	\$29,960	\$142,554
Washington	\$38,336	\$6,456	\$31,050	\$22,098	\$8,098	\$27,510	\$133,548
Watauga	\$45,322	\$5,448	\$44,228	\$26,126	\$6,833	\$39,186	\$167,143
Wayne	\$69,577	\$16,457	\$57,638	\$40,107	\$20,642	\$51,067	\$255,488
Wilkes	\$57,552	\$21,924	\$53,237	\$33,173	\$27,497	\$47,168	\$240,551
Wilson	\$61,925	\$8,978	\$58,000	\$35,694	\$11,260	\$51,388	\$227,245
Yadkin	\$46,074	\$6,207	\$41,294	\$26,558	\$7,785	\$36,587	\$164,505
Yancey	\$40,794	\$3,842	\$33,271	\$23,516	\$4,820	\$29,479	\$135,722
TOTALS	\$6,071,892	\$1,594,542	\$5,079,009	\$3,500,000	\$2,000,000	\$4,500,000	\$22,745,443

FY2011 Formula ROAP Sub-Allocation Worksheet

Agencies Receiving Sub-Allocations	Elderly and Disabled Transportation Assistance Program			Employment Transportation Assistance Program			Rural General Public Transportation		
	Proposed			Proposed			Proposed		
	Amount of request to be suballocated	Number of One Way Passenger Trips	Number of Other Services	Amount of request to be suballocated	Number of One Way Passenger Trips	Number of Other Services	Amount of request to be suballocated	Number of One Way Passenger Trips	Number of Other Services
UNION CO. TRANSPORTATION	\$82,767	6949	0	\$0			\$103,990	8,880	0
UNION CO. DSS	\$0			\$29,604	0	29	\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
TOTAL AMOUNT	\$82,767	6949	0	\$29,604	0	29	\$103,990	8880	0

Agencies Receiving Sub-Allocations	EDTAP		EMPL		RGP	
	Avg Cost of Trip	Avg Cost of Serv	Avg Cost of Trip	Avg Cost of Serv	Avg Cost of Trip	Avg Cost of Serv
UNION CO. TRANSPORTATION	\$11.71	\$0.00	\$0.00	\$0.00	\$11.71	\$0.00
UNION CO. DSS	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Applicant must calculate Average Cost of Trips and Other Services

$$\text{Avg Cost of Trip} = \frac{\text{Suballocation}}{\text{Proposed \# of Trips}}$$

$$\text{Avg Cost of Other Serv} = \frac{\text{Suballocation}}{\text{Proposed \# of Serv}}$$

FY2009 Statewide Averages
 \$12.98 avg cost of trip
 \$343.13 avg cost of other service

UNION COUNTY

Name of Applicant (County)

Signature - MDS Reviewer

FY2011 Supplemental ROAP Sub-Allocation Worksheet

Agencies Receiving Sub-Allocations	Supplemental Elderly and Disabled Transportation Assistance Program			Supplemental Employment Transportation Assistance Program			Supplemental Rural General Public Transportation		
	Proposed			Proposed			Proposed		
	Amount of request to be suballocated	Number of One Way Passenger Trips	Number of Other Services	Amount of request to be suballocated	Number of One Way Passenger Trips	Number of Other Services	Amount of request to be suballocated	Number of One Way Passenger Trips	Number of Other Services
UNION CO. TRANSPORTATION	\$47,711	4074	0	\$0			\$92,133	7867	0
UNION CO. DSS	\$0			\$37,129	0	37	\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
	\$0			\$0			\$0		
TOTAL AMOUNT	\$47,711	4074	0	\$37,129	0	37	\$92,133	7867	0

Agencies Receiving Sub-Allocations	SuppEDTAP		SuppEMPL		SuppRGP	
	Avg Cost of Trip	Avg Cost of Serv	Avg Cost of Trip	Avg Cost of Serv	Avg Cost of Trip	Avg Cost of Serv
UNION CO. TRANSPORTATION	\$11.71	\$0.00	\$0.00	\$0.00	\$11.71	\$0.00
UNION CO. DSS	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Applicant must calculate Average Cost of Trips and Other Services

$$\text{Avg Cost of Trip} = \frac{\text{Suballocation}}{\text{Proposed \# of Trips}}$$

$$\text{Avg Cost of Other Serv} = \frac{\text{Suballocation}}{\text{Proposed \# of Serv}}$$

FY2009 Statewide Averages
 \$12.98 avg cost of trip
 \$343.13 avg cost of other service

UNION COUNTY

 Name of Applicant (County)

 Signature - MDS Reviewer

Important – A public hearing MUST be conducted whether or not requested by the Public.

ROAP PUBLIC HEARING RECORD

APPLICANT: UNION COUNTY

DATE: AUGUST 2, 2010

PLACE: _____

TIME: 7:00 p.m.

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

(Attached)

(Offered at Public Hearing but none completed)

I, the undersigned, representing *(Legal Name of Applicant)* _____ do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

(NO public comments)

(Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: _____

Signature of Clerk to the Board

Printed Name and Title

Date



Voluntary Title VI Public Involvement

Title VI of the Civil Right's Act of 1964 requires North Carolina Department of Transportation to gather statistical data on participants and beneficiaries of the agency's federal-aid highway programs and activities. The North Carolina Department of Transportation collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by a proposed project.

The North Carolina Department of Transportation wishes to clarify that this information gathering process is **completely voluntary** and that you are not required to disclose the statistical data requested in order to participate in this meeting. This form is a public document.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact Sharon Lipscomb, the Title VI Manager, by phone at (919) 508-1830 or email at slipscomb@dot.state.nc.us.

Project Name: Union County (FY2010 ROAP GRANT APPLICATION)	Date: August 2, 2010
Meeting Location: Union County Government Center	

Name (please print)	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	
General ethnic identification categories (check one):		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:	National Origin:	

After you complete this form, please fold it and place it inside the designated box on the registration table.

Thanks you for your cooperation!

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 2, 2010

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

SUBJECT: Request for Landmark Designation of the Stallings United Methodist
Former Sanctuary

DEPARTMENT: Union County Historic Preservation Commission **PUBLIC HEARING:** Yes

ATTACHMENT(S):

- (a) Recommendation from Historic Preservation Commission
- (b) Application for Historic Landmark Designation
- (c) Stallings's Resolution of Support of Historic Designation
- (d) Survey and Research Report
- (e) Photographs of Property
- (f) Response from State Historic Preservation Office
- (g) December 2009 letters between Virginia Bjorlin and Stallings's Clerk's Office
- (h) Maps & Diagrams showing parameters of property requested for designation
- (i) Stalling's Resolution Authorizing Union County to Designate the Stallings United Methodist Church as a Historic Landmark
- (j) Consent to designate bell and enclosed walkway
- (k) Additional photographs of the property
- (l) Public Notice
- (m) Draft Ordinance Designating as a Historic Landmark Property Known as the Stallings United Methodist Former Sanctuary

INFORMATION CONTACT:

Al Diehl
Virginia Bjorlin

TELEPHONE NUMBERS:

704-289-6737 (Heritage Room)

DEPARTMENT'S RECOMMENDED ACTION: The Union County Historic Preservation Commission (the "Commission") is requesting that the Board hold a joint hearing with the Commission on the proposed landmark designation, and adopt the attached Ordinance Designating as a Historic Landmark Property Known as the Stallings United Methodist Former Sanctuary.

BACKGROUND: Article 19 of Chapter 160A of the North Carolina General Statutes gives counties and cities/towns the authority to adopt ordinances designating as historic landmarks properties "deemed and found by the preservation commission to be of special significance in terms of [their] historical, prehistorical, architectural, or cultural importance, and to possess integrity of design, setting, workmanship, materials, feeling and/or association." Properties designated as historic landmarks are eligible for a property tax deferral of 50% of the value of the property. Prior to adopting an ordinance designating a property a historic landmark, the governing board and the preservation commission must hold either a joint public hearing or separate public hearings on the proposed ordinance.

By letter from its Chairperson, the Union County Historic Preservation Commission requested that the Union County Board of Commissioners call for a public hearing to consider designating as a historic landmark the exterior and grounds of the older part of the Stallings United Methodist Church, located at 1115 Stallings Road in Stallings. According to the Historical Sketch and Architectural Description that were included with the letter, the older part of the church was built in 1920, and "is a fine example of the Gothic Revival style mixed with Bungalow elements translated into the vernacular."

The Stallings United Methodist Church appears to be in the Town of Stallings' zoning jurisdiction. However, on March 9, 2009, the Mayor of Stallings and the Stallings Town Council resolved to authorize the Union County Board of Commissioners to designate the Stallings United Methodist Church as a historic landmark pursuant to Union County's "Ordinance Creating Union County Historic Preservation Commission," as amended.

On April 19, 2010, the Union County Board of Commissioners directed the Clerk to the Board to schedule a joint hearing with the Historic Preservation Commission to consider the landmark designation at such time as the matter was ready to be heard.

The attached draft ordinance would, if adopted, include in the designation the following: (i) the exterior of the building constructed in 1920 and formerly used as a sanctuary; (ii) the following interior feature of the building: the bell, which is located in the building's bell tower; and (iii) that area around the building, including all existing structures within that area (e.g. the enclosed walkway attached to the left side of the building), with parameters as defined below:

Front of building: 42 feet to the curb of Stallings Road from the front of the building

Left side of building: 16 feet from the left side of the building

Right side of building: 20 feet from the right side of the building

Back of building: 20 feet from the back of the building.

The designation would not include any of the existing buildings constructed after 1920.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

Manager Recommendation:



UNION COUNTY HISTORIC PRESERVATION COMMISSION

POST OFFICE BOX 282
MONROE, NORTH CAROLINA 28111

6 January 2010

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

Dear Ms. West:

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Virginia Bjorlin". The signature is written in black ink and is positioned above the printed name of the signatory.

Virginia Bjorlin, Chairman



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

10 November 2009

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

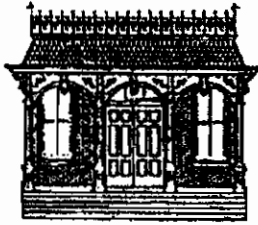
Dear sir or madam:

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

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

Sincerely,

Virginia A.S.K. Bjorlin, Chairman



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

APPLICATION FOR HISTORIC LANDMARK DESIGNATION

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

STALLINGS UNITED METHODIST FORMER SANCTUARY

2. Physical Address of Property:

1115 STALLINGS ROAD, STALLINGS, NC 28104

3. General Description of Property:

SEE ATTACHED DESCRIPTION DOCUMENT

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

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

(2) _____

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

Dr. Daniel Mance Trustee 4-13-09
Signature of Owner/Co-Owner Date

Dr. J. Rustic Trustee 4-13-09
Signature of Owner/Co-Owner Date



Resolution in Support of Historic Designation for Stallings United Methodist Church

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

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

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

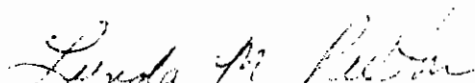
WHEREAS the church is an integral part of the history of the Stallings community and has steadily grown to a membership of more than 550 people, and

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

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

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

Adopted this the 9th day of March, 2009.


Lynda M. Paxton, Mayor

Attest:


Erinn Nichols, Town Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Historical Sketch *Stallings United Methodist Church*

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

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

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

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

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

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

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

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

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

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

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

Architectural Description Stallings United Methodist Church

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

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

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

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

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

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

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

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

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

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

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

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

SELECTED BIBLIOGRAPY

for the Historical and Architectural sketches

The Stallings United Methodist Church

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

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

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

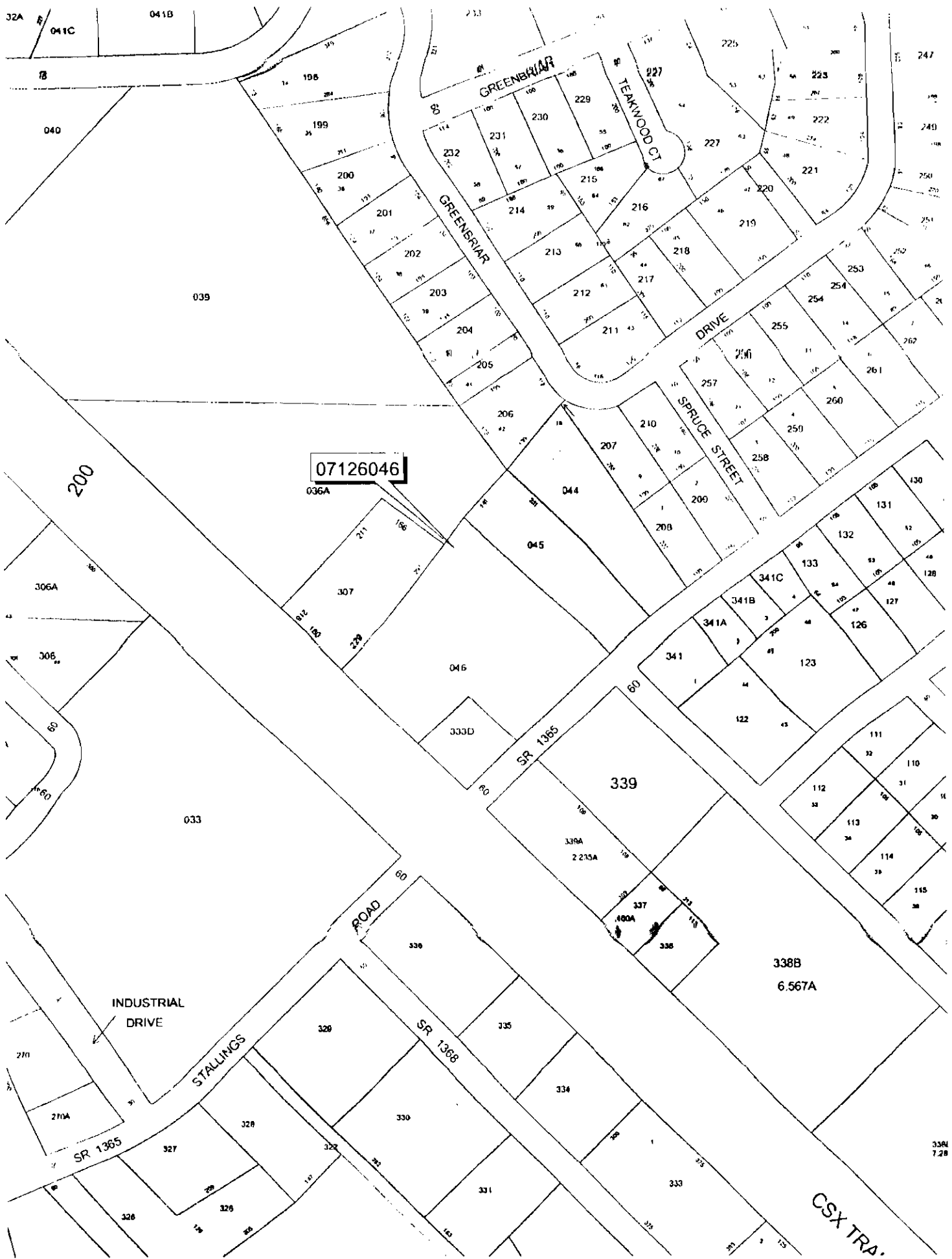
Howie, Bill, FOOTPRINTS OF FAITH, METHODISM IN UNION COUNTY, (self-published) 1987.

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

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

Union County Deed Book 491, p. 465.

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



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306A

306

033

INDUSTRIAL DRIVE

STALLINGS ROAD

SR 1365

SR 1368

338B
6.567A

CSX TRAIL

338A
7.28

GREENBRIAR

TEAKWOOD CT

GREENBRIAR

DRIVE

SPRUCE STREET

60

339

338A
2.215A

337

335

046

333D

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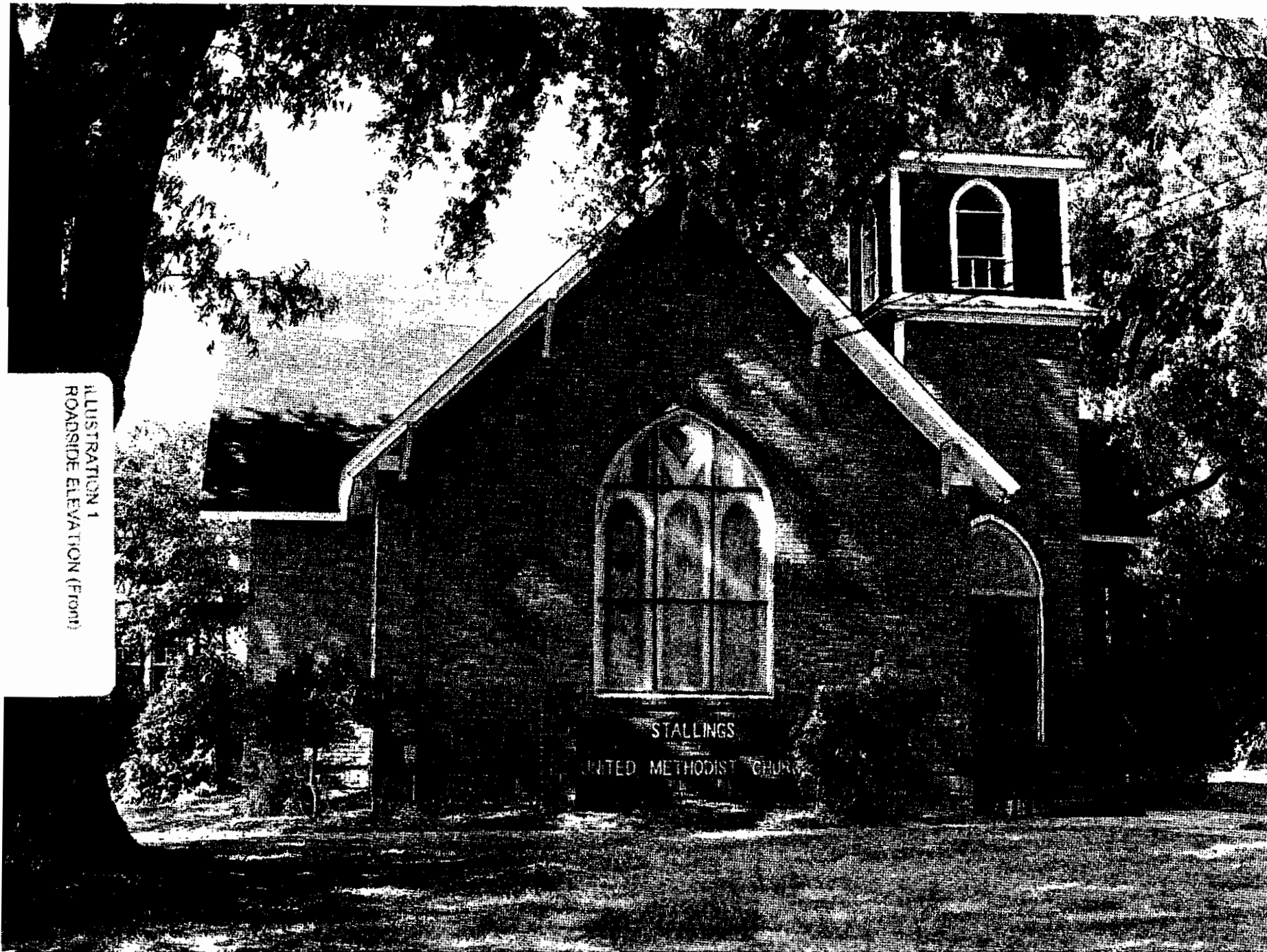


ILLUSTRATION 1
ROADSIDE ELEVATION (Front)

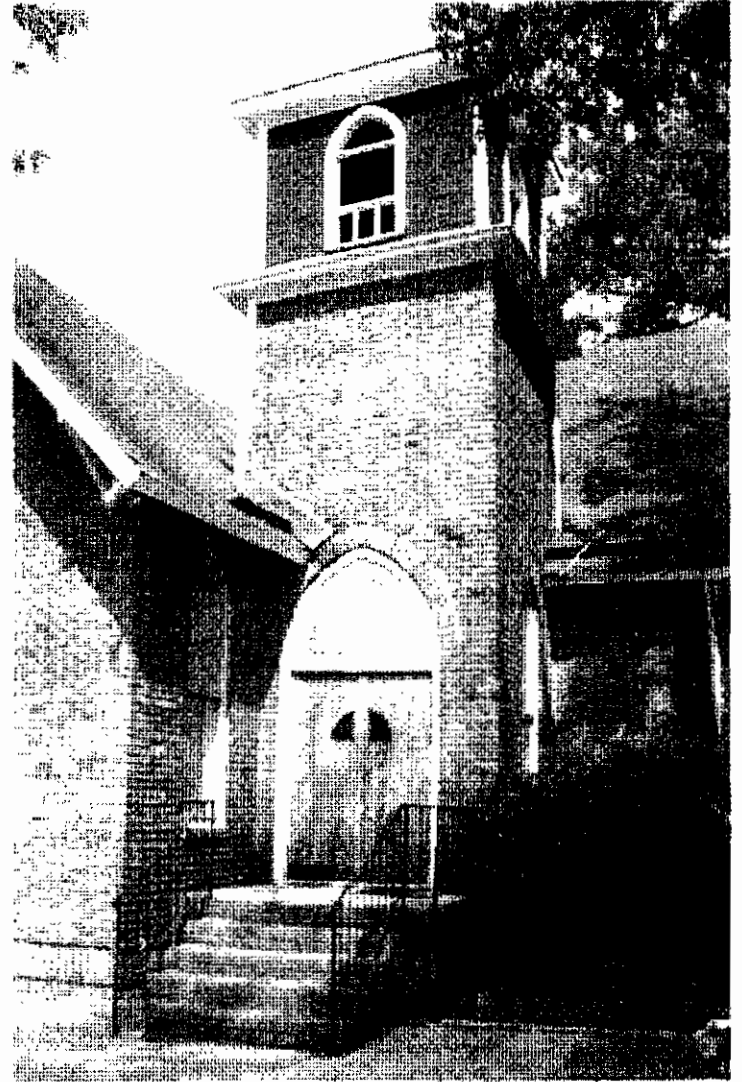


ILLUSTRATION 2
ROADSIDE ENTRANCE DETAIL

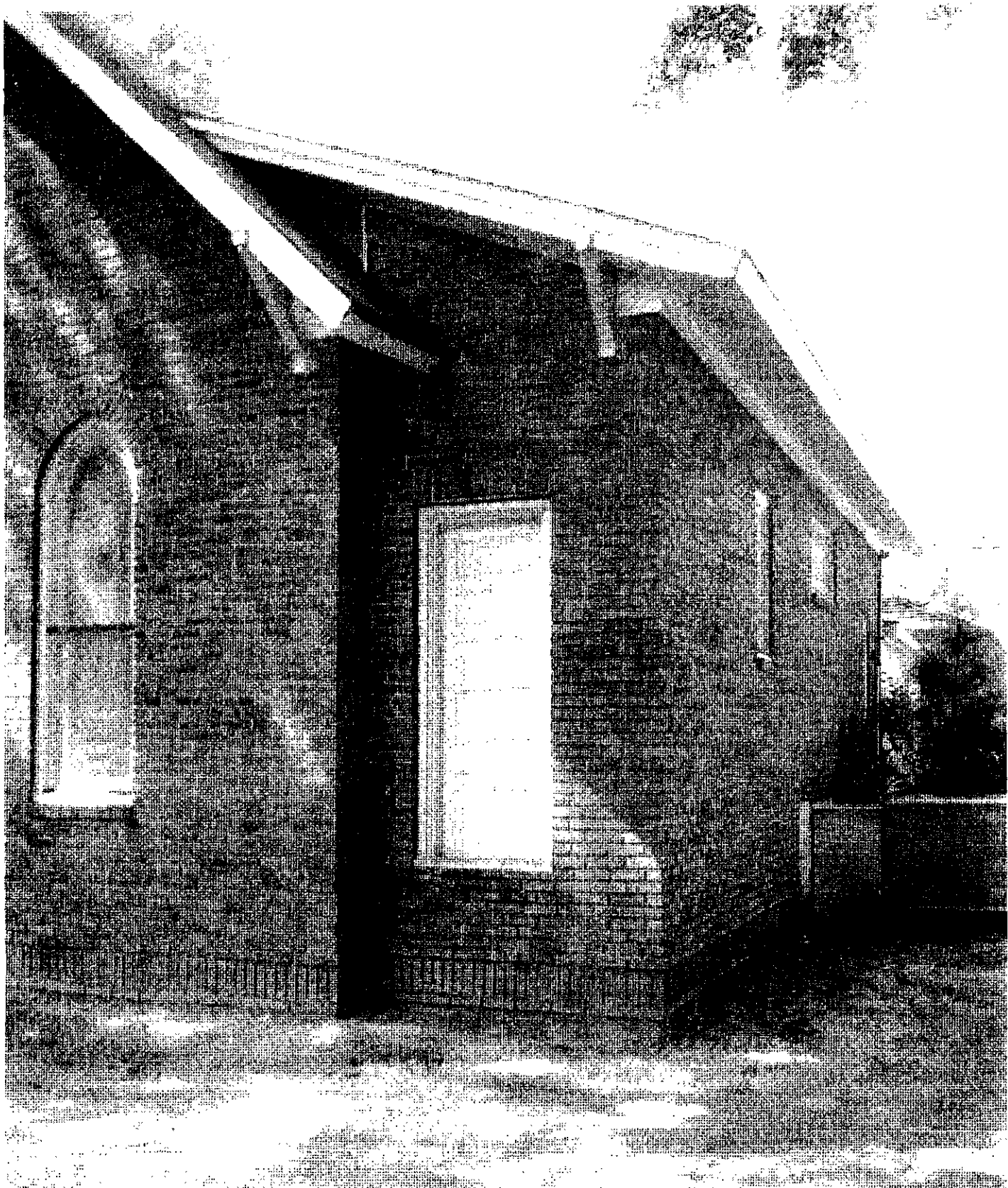


ILLUSTRATION 3
REAR ELEVATION AND PART
OF RIGHT ELEVATION

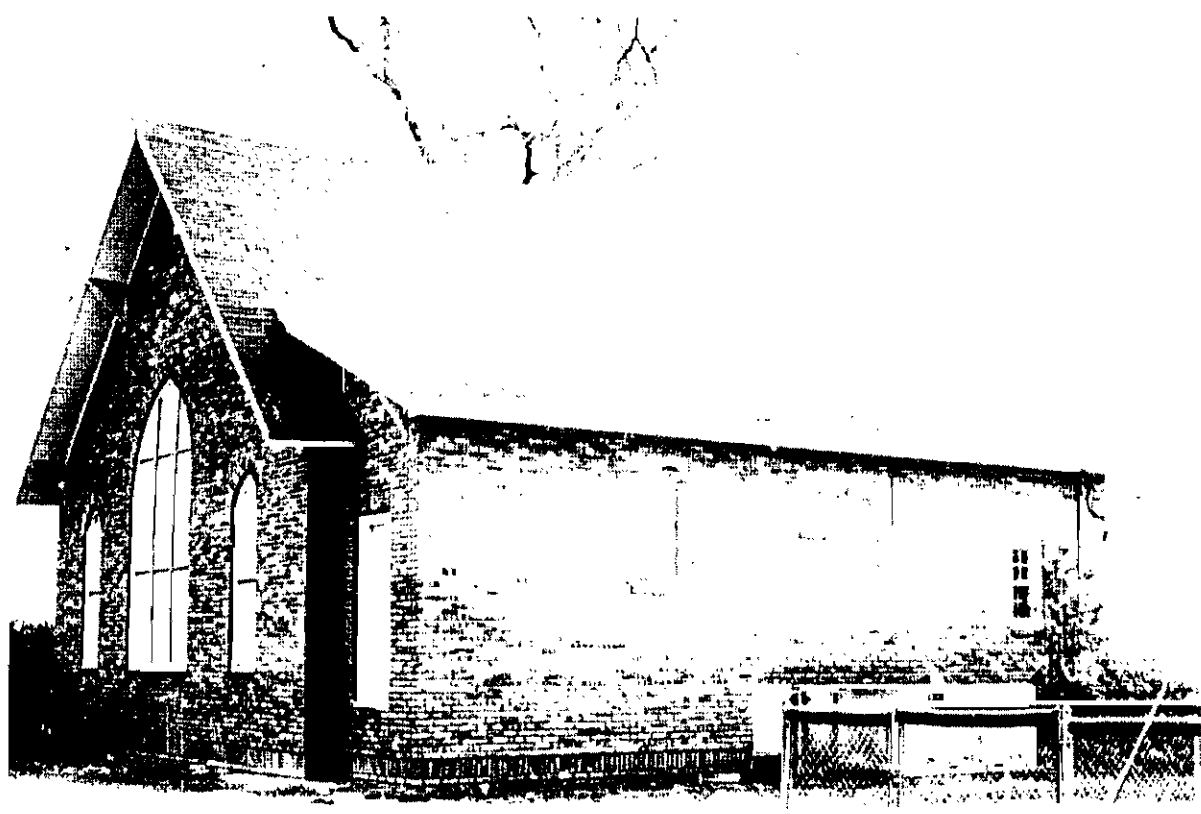


ILLUSTRATION 4
REAR ELEVATION

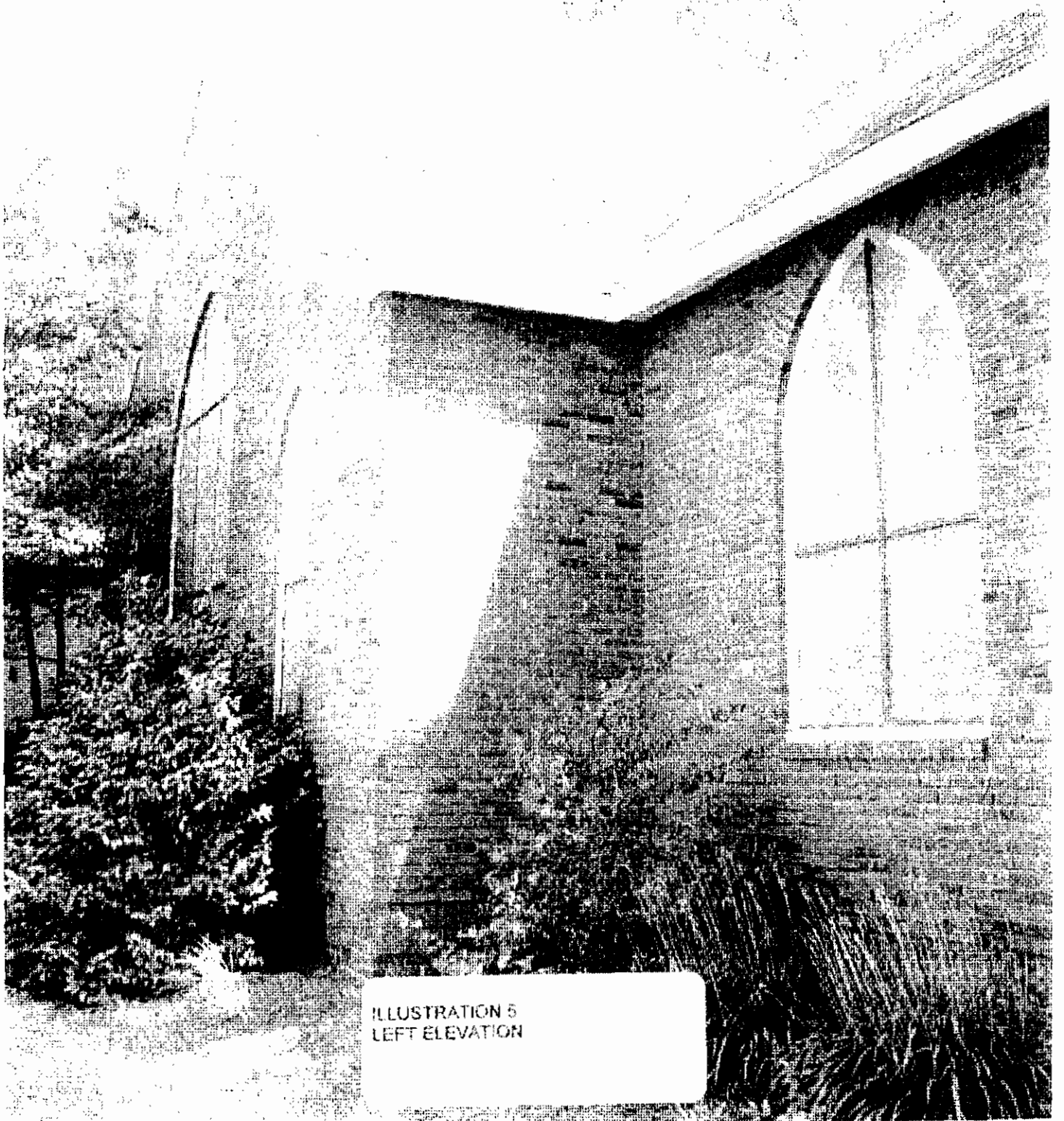


ILLUSTRATION 5
LEFT ELEVATION



ILLUSTRATION 6
STAINED GLASS WINDOW
(INTERIOR VIEW)



ILLUSTRATION 7
STAINED GLASS WINDOWS
(INTERIOR VIEW)

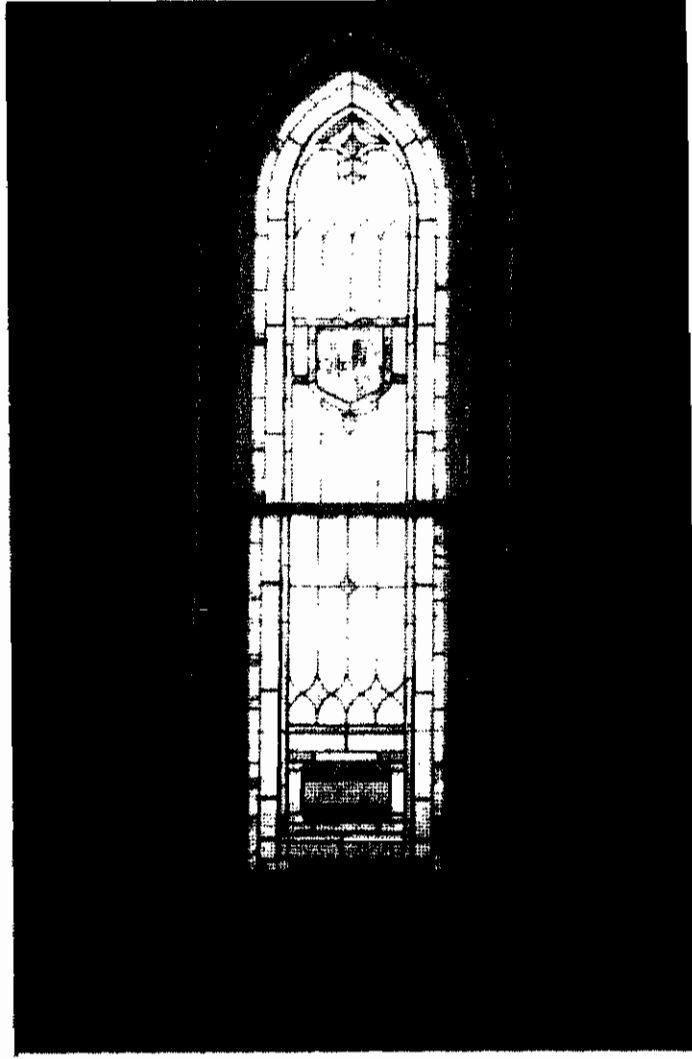


ILLUSTRATION B
STAINED GLASS WINDOWS
LANCET STYLE

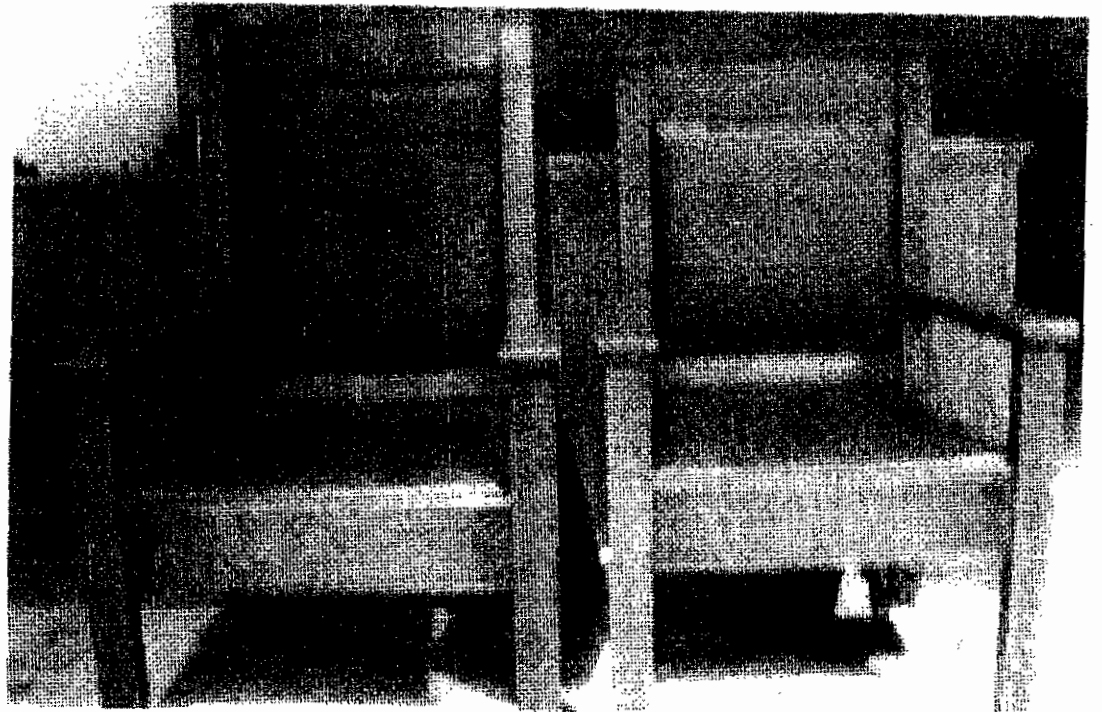


ILLUSTRATION 9
ORIGINAL PULPIT FURNITURE
PULPIT CHAIRS/COMMUNION
TABLE



ILLUSTRATION 10
ORIGINAL FURNITURE
PEWLECTURN



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



North Carolina Department of Cultural Resources
State Historic Preservation Office

Peter B. Sandbeck, Administrator

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

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

December 7, 2009

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

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

Dear Ms. Bjorlin:

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

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

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

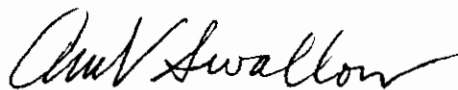
Landmark designation means the community recognizes this property as an important historic resource worthy of preservation. Any substantial exterior design changes to a designated landmark are subject to design review procedures of the Union County Historic Preservation Commission. The owner may apply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

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

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

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

Sincerely,



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

Enclosure

Ms. Bjorlin - I'm sending this just in case your e-mail is not available

Swallow, Ann

From: Swallow, Ann
Sent: Monday, December 07, 2009 3:05 PM
To: 'vaskb@perigree.net'
Subject: Stallings United Methodist Church Local Designation Report Comments
Attachments: Stallings United Methodist Church.DOC

Ms. Bjorlin – Thank you for sending the designation report for the Stallings United Methodist Church in Stallings, North Carolina. I have attached the official HPO comment letter, and a hard copy along with the Confirmation Form will be sent to you in the mail tomorrow.

In response to feedback from a number of commission staff members across the state, for a number of years we have had a policy of offering advice about the content of the landmark report via e-mail. The official letter is kept fairly simple and it addresses the core issue of whether the report provides adequate information for the commission to make a determination. Other issues we address in a more collegial e-mail, which follows:

I believe this church building was historically called the Stallings Methodist Church. The United Methodist church did not come about until the 1940s or 50s, I think. You may want to consider naming the building by its historic name as this will highlight the fact that only the 1920 building is considered to be historically significant.

Historic buildings that have large modern additions should be closely scrutinized for their ability to adequately portray their historic or architectural significance. If the additions overwhelm the historic building – especially if they are taller and bulkier than the historic building, then it is possible that the smaller historic building may not be eligible for listing. Unfortunately, there were no photographs of the modern buildings located within the acreage proposed for local designation. I did find a map/view of the church on-line using bird's eye Bing maps. The modern buildings are very large in comparison to the small 1920 church. Please consider discussing the impact of the new buildings on the historic integrity of the church at the commission meeting.

The National Register program dictates that buildings attached by enclosed (by glass or solid walls) walkways must be considered as a single building, and the entire structure must be considered for designation. On the other hand, open breezeways or covered walkways are not considered an integral part of the building, and the older building can be evaluated and listed as a separate resource. If the walkway to the new church at the Stallings church is open to the air, then I strongly recommend that only the 1920 church and land immediately around it be listed as a local landmark. Also, keep in mind that in either case, the physical impact of the modern addition still has to be taken into consideration when evaluating the historic integrity of the older building.

If the additions must be included in the designated acreage, then they need to be fully described in the written narrative and photographed as part of the designation report. *All buildings on the property must be documented* in a designation report – not just the historic building.

Photographs: Very poor photocopies were included in the submittal, and no overall interior views of the interior were included. A number of the views were out of focus and blurry. If digital photos are taken, we recommend that they be submitted on a CD and printed out onto bright white photocopy paper in black and white (to save toner). If regular color snap shots are taken, we would appreciate receiving a duplicate set, or a very good quality set of photocopies. Please meet these photographic standards for future local designation reports.

12/7/2009

Sidney Halma's reports on the physical appearance and history of the church are well done, and I agree that the church is an important Gothic Revival style building in Union County.

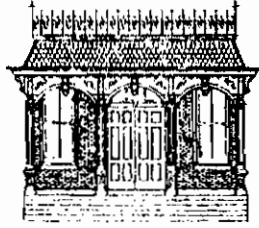
If you have any questions, please don't hesitate to contact me. I appreciate this opportunity to send my comments.

Ann Swallow

Ann V. Swallow, National Register Coordinator
North Carolina Historic Preservation Office
N. C. Department of Cultural Resources
Mail Service Center 4617
Raleigh, NC 27699-4617
(Street address -- Archives and History Building, 109 East Jones Street, Raleigh, NC 27601)
919-807-6587 - phone; 919-807-6599 - Fax
<http://www.hpo.ncdcr.gov>

[E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law "NCGS Chapter 132" and may be disclosed to third parties by an authorized state official.]

12/7/2009



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

8 December 2009

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

Dear Town Council for Stallings:

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

Sincerely,

Virginia Bjorlin, Chairman



Town of Stallings

MAYOR
Lynda M. Paxton

MAYOR PRO TEMPORE
Wyatt Dunn

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

TOWN MANAGER
Brian W. Matthews

TOWN CLERK
Erinn E. Nichols

December 15, 2009

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

Dear Virginia,

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

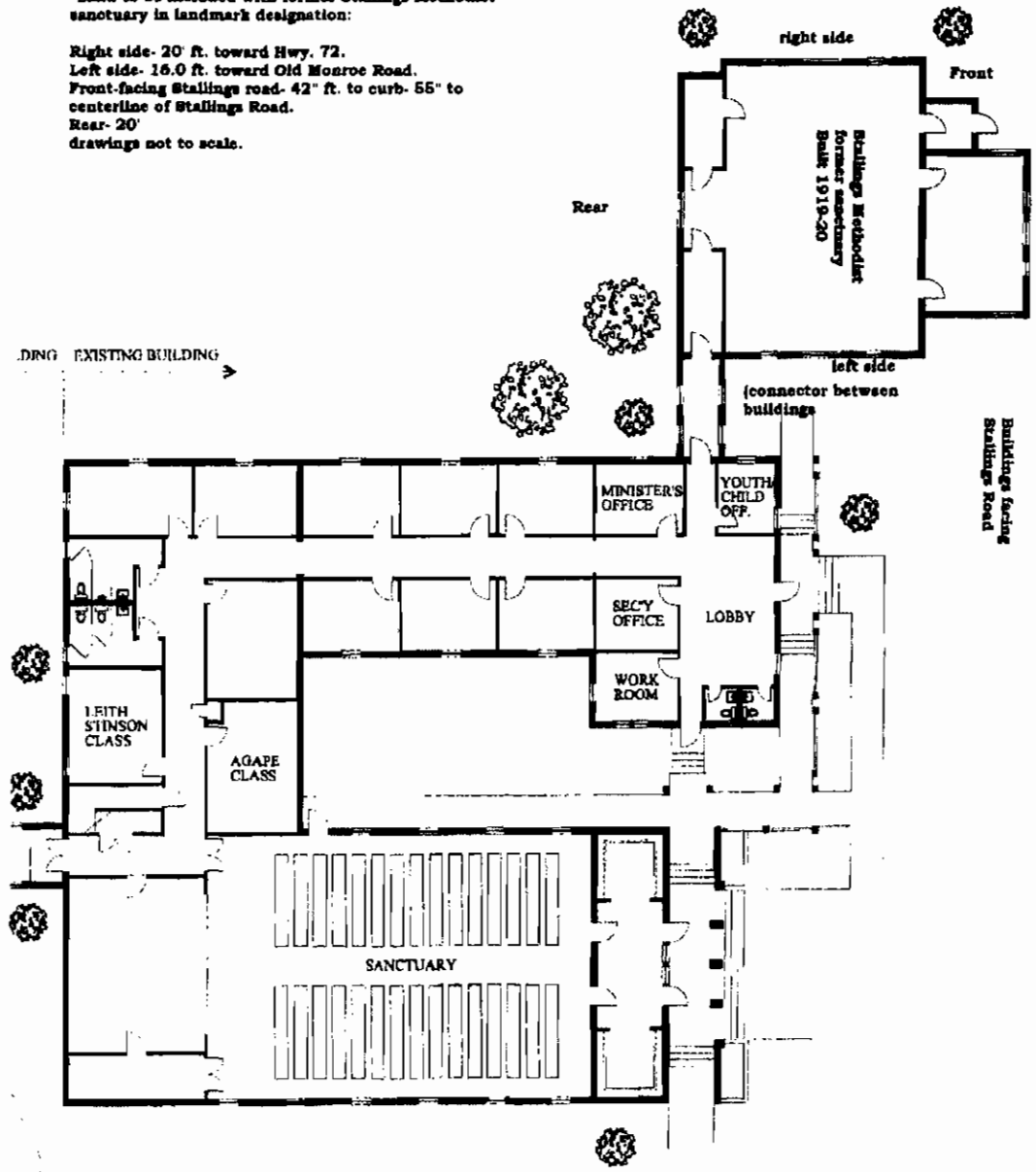
If you have any further questions, please feel free to contact me at 704-821-0313.

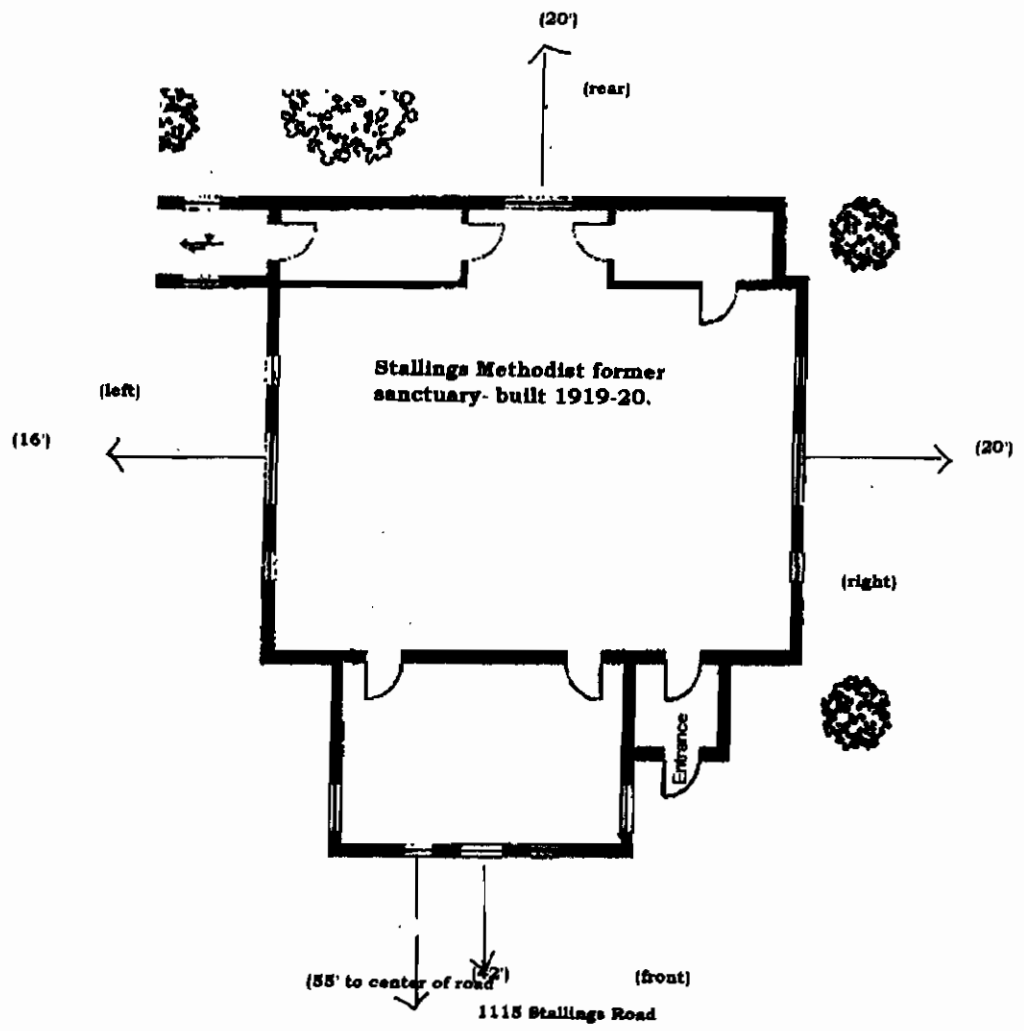
Sincerely,

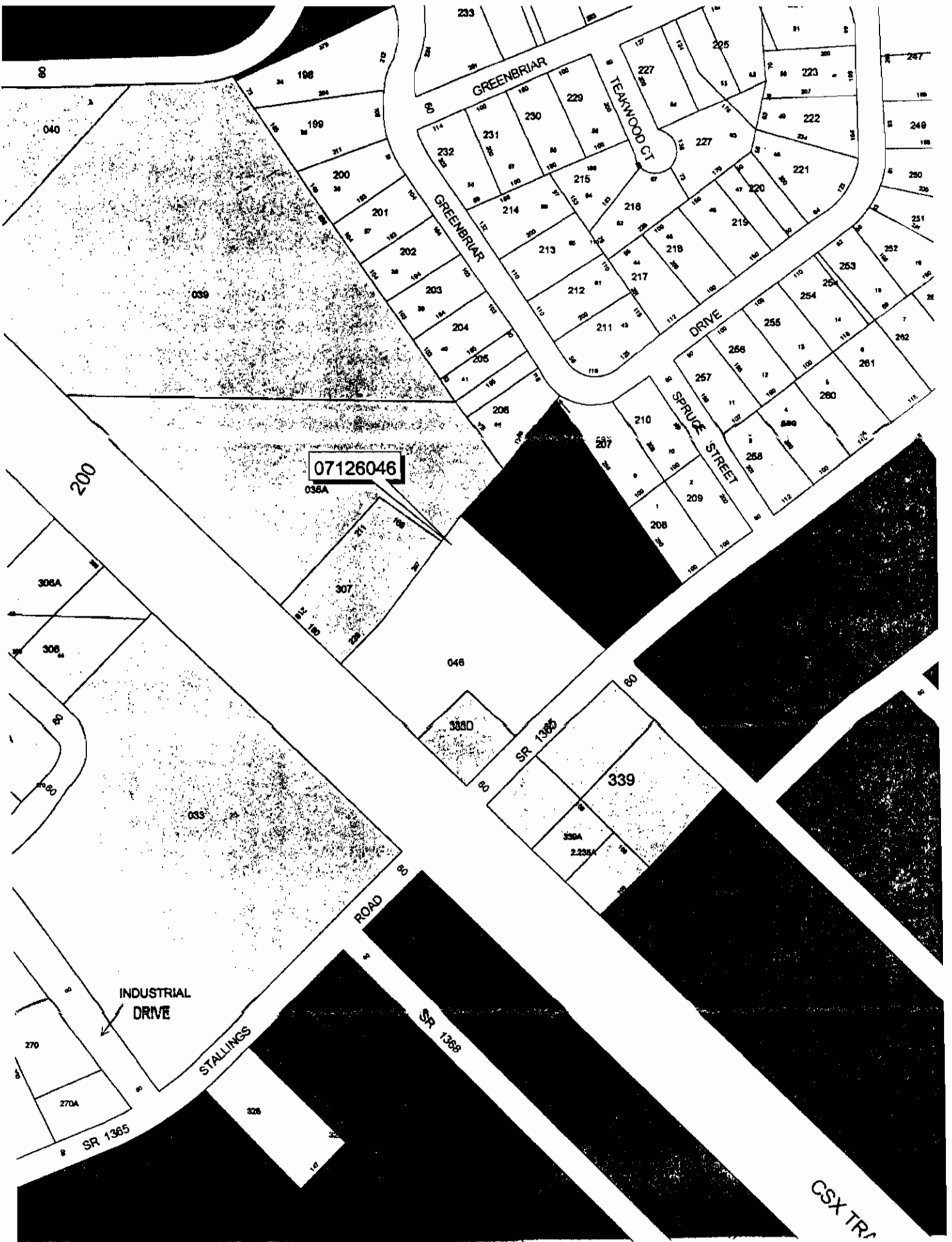
Lynell Hillhouse
Interim Town Clerk

*Land to be included with former Stallings Methodist sanctuary in landmark designation:

Right side- 20' ft. toward Hwy. 72.
Left side- 16.0 ft. toward Old Monroe Road.
Front-facing Stallings road- 42" ft. to curb- 55" to centerline of Stallings Road.
Rear- 20'
drawings not to scale.







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SR 1365

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2.236A

INDUSTRIAL DRIVE

STALLINGS ROAD

SR 1365

SR 1365

CSX TR

1911- Stallings Church was organized by
Rev. J. H. Self and seven families
of the Stallings community:

Tom Stallings Family
P. D. Drye, Sr. family
R. A. Drye family
J. H. Harkey family
S. A. Noles family
H. B. Furr family
Tyrus Porter family



*For every house is built by someone, but God is the
builder of everything.*

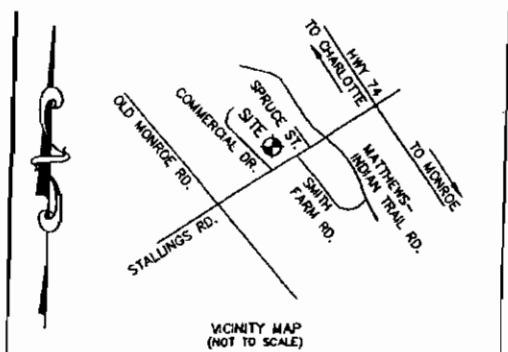
- Hebrews 3:4

1919- Original frame church struck by
lightening and burned.

1919 - Rebuilt brick church still stands
today on the original building site.

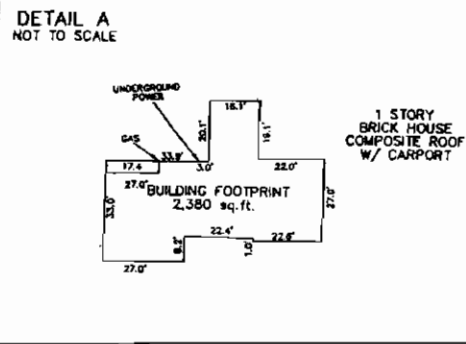
Reproduced from paintings by Gretchen
Lewis Crowell, granddaughter of one of
the charter members of Stallings Church.



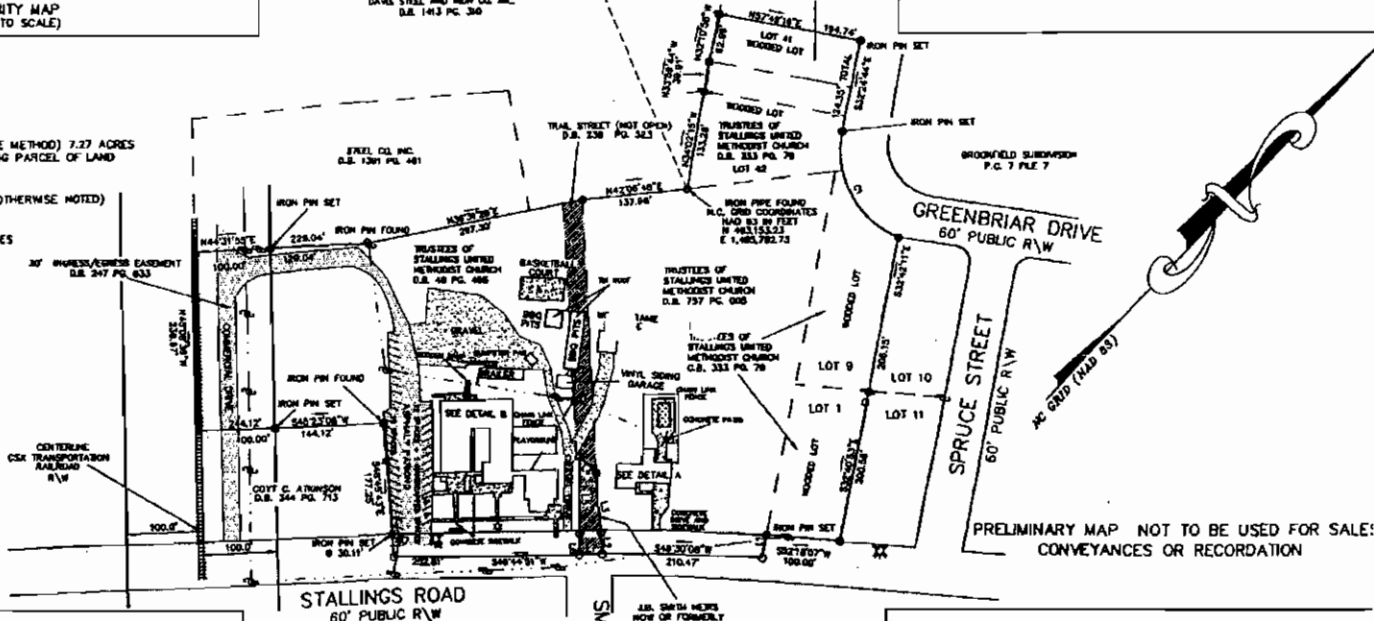


N.C.G.S. MONUMENT "MOM"
 N.C. GRID COORDINATE
 NAD 83 IN FEET
 N = 404,262.29
 E = 1,481,212.01
 COMBINED GRID FACTOR 1.000000

DAVE STEEL AND IRON CO. INC.
 D.B. 1413 P.C. 360



- NOTES:
- ERROR OF CLOSURE 1:10,000+
 - AREA BY COMPUTER (COORDINATE METHOD) 7.27 ACRES
 - THIS IS A SURVEY OF AN EXISTING PARCEL OF LAND
 - = POWER POLE
 - = FIRE HYDRANT
 - = IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
 - = COMPUTED POINT
 - = LIGHT POLE
 - = OVERHEAD UTILITIES
 - R/W = RIGHT OF WAY

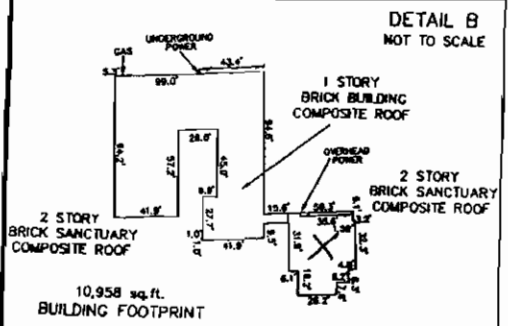


LINE TABLE

LINE	LENGTH	BEARING
L1	30.07	S32°05'12"E
L2	27.27	N85°16'47"W
L3	26.70	N85°16'47"W
L4	31.08	N85°16'47"W
L5	100.74	S42°30'20"W
L6	27.34	S42°30'20"W
L7	34.29	N44°56'22"E

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	174.28'	129.20'	191.47'	S71°11'56"E



PHYSICAL SURVEY
 OF
 9.18 ACRES
 FOR
 STALLINGS UNITED METHODIST CHURCH
 VANCE TOWNSHIP, UNION COUNTY, NORTH CAROLINA
 JANUARY 18, 2002

GRAPHIC SCALE
 (IN FEET)
 1 inch = 100 ft.

SURVEYED BY EDWARD L. KILLOUGH, N.C.P.L.S. L-1519
 204 GRUBBLE ROAD
 P.O. BOX 389
 INDIAN TRAIL, NORTH CAROLINA 28078
 TEL (704) 821-7111
 FAX (704) 821-7102
 EMAIL: ek@edkortho.net
 C:\INDIAN TRAIL\SUMC.DWG

**RESOLUTION AUTHORIZING UNION COUNTY TO
DESIGNATE THE STALLINGS UNITED METHODIST
CHURCH AS A HISTORIC LANDMARK**

WHEREAS, on March 9, 2009, the Mayor and Stallings Town Council resolved to support the request for local landmark designation of the Stallings United Methodist Church and to recommend to the Historic Society (the Union County Joint Historic Preservation Commission) that the Stallings United Methodist Church be considered for designation as a Local Historic Landmark; and

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

WHEREAS, the Mayor and Stallings Town Council desire to authorize Union County to designate the Stallings United Methodist Church as a historic landmark pursuant to Union County's "Ordinance Creating Union County Historic Preservation Commission," as amended.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Stallings Town Council authorize the Union County Board of Commissioners to designate the Stallings United Methodist Church as a historic landmark pursuant to Union County's "Ordinance Creating Union County Historic Preservation Commission," as amended.

Adopted this the 12th day of April, 2010

s/ *Lynda M. Paxton*

Lynda M. Paxton, Mayor

Attest:

s/ *Erinn E. Nichols*

Erinn Nichols, Town Clerk

Approved as to form:

s/ *Perry, Bundy, Plyler & Long, LLP*

Perry, Bundy, Plyler & Long, LLP



Stallings United Methodist Church

1115 Stallings Road
MATTHEWS, NC 28104

Phone (704) 821-8820

7/23/2010

From: Western NC Conference United Methodist Church

To: Union County Joint Historic Preservation Commission and the Union County Board of Commissioners

Re: Landmark Designation of the Stallings United Methodist Former Sanctuary, located at 1115 Stallings Road, Stallings, North Carolina.

The Western NC Conference United Methodist Church ("Owner"), as owner of the property located at 1115 Stallings Road, Stallings, North Carolina, does hereby consent for the following features of such property to be specifically included in the landmark designation of the Stallings United Methodist Former Sanctuary:

- (1) The enclosed walkway attached to the left side of the building constructed in 1920 and referred to herein as the "Stallings United Methodist Former Sanctuary;" and
- (2) The bell located in the interior of the bell tower of the Stallings United Methodist Former Sanctuary.

The Owner does hereby also consent to the filing of this consent in the office of the Register of Deeds of Union County, to be indexed according to the name of the owner of the property in the grantee and grantor indexes. The Owner acknowledges that upon such filing, this consent for interior review of, and the Union County Joint Historic Preservation Commission's jurisdiction over (upon designation), the aforementioned bell shall bind future owners and/or successors in title.

Linda Inman
(Signature)

7-23-10
(Date)

Linda Inman Trustee Co-Chair
(Printed Name & Title)



(Signature)

7-23-10
(Date)

David L. Floyd co-trustee

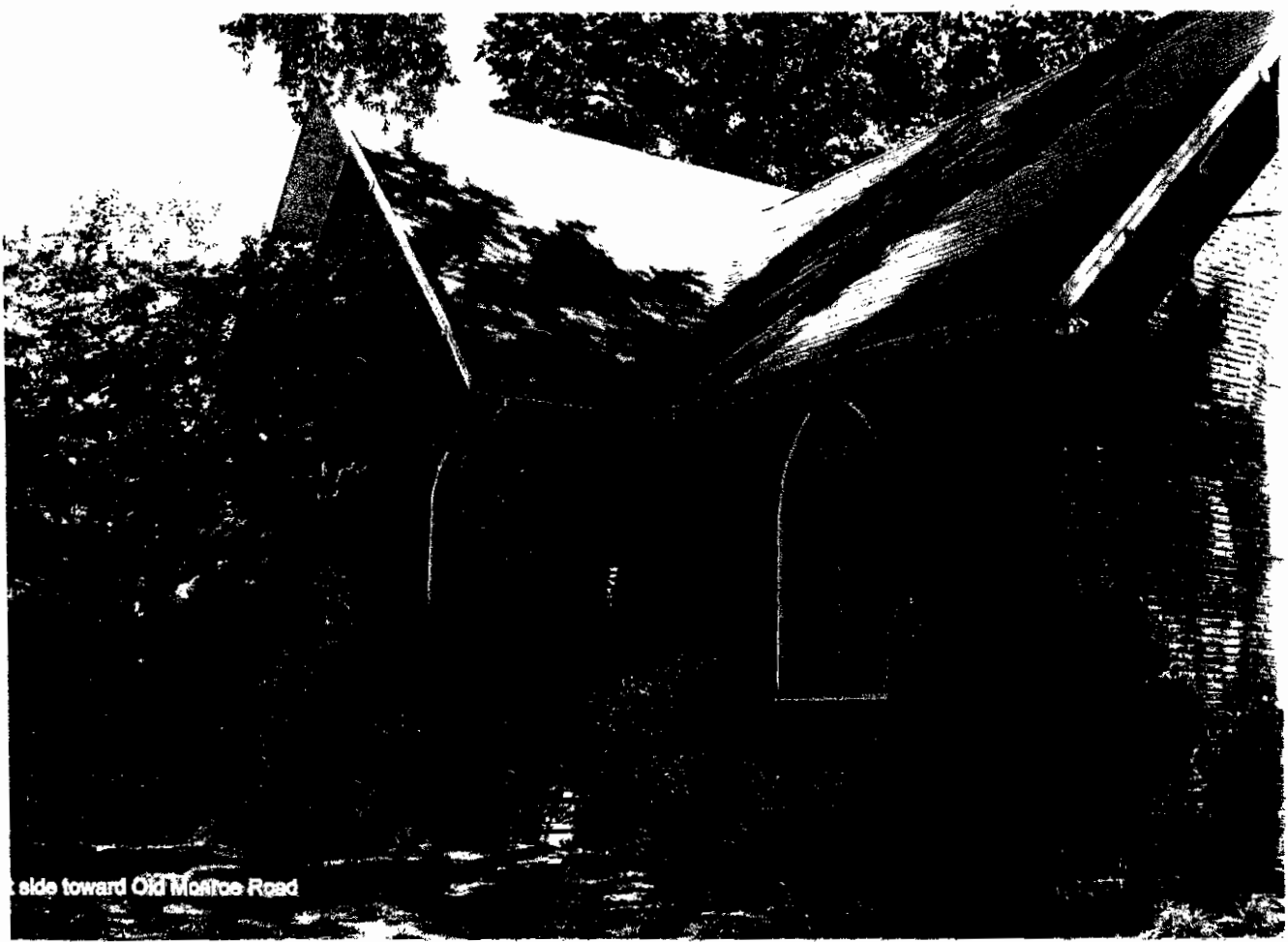
(Printed Name & Title)



connector between buildings

Right side

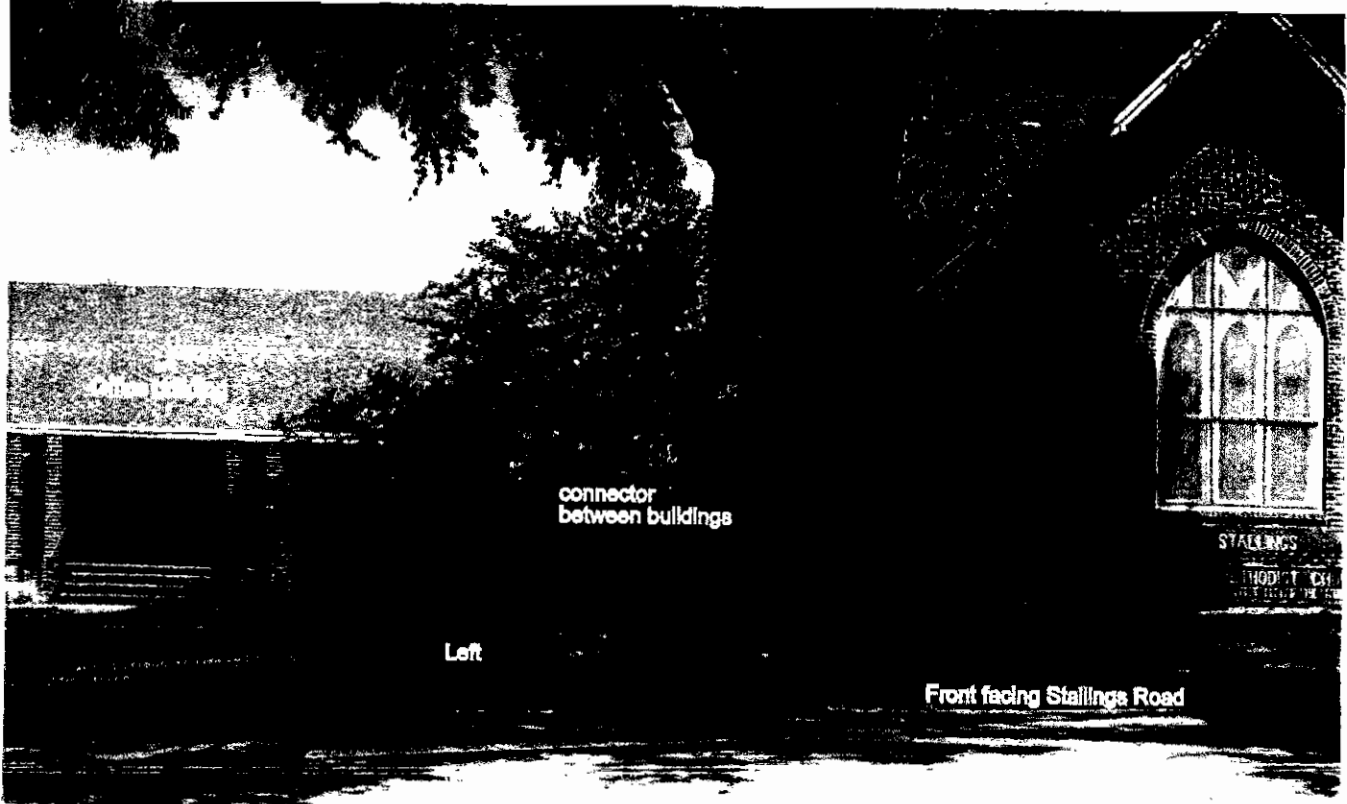
Left side



side toward Old McAlfee Road



Connector between office and sanctuary

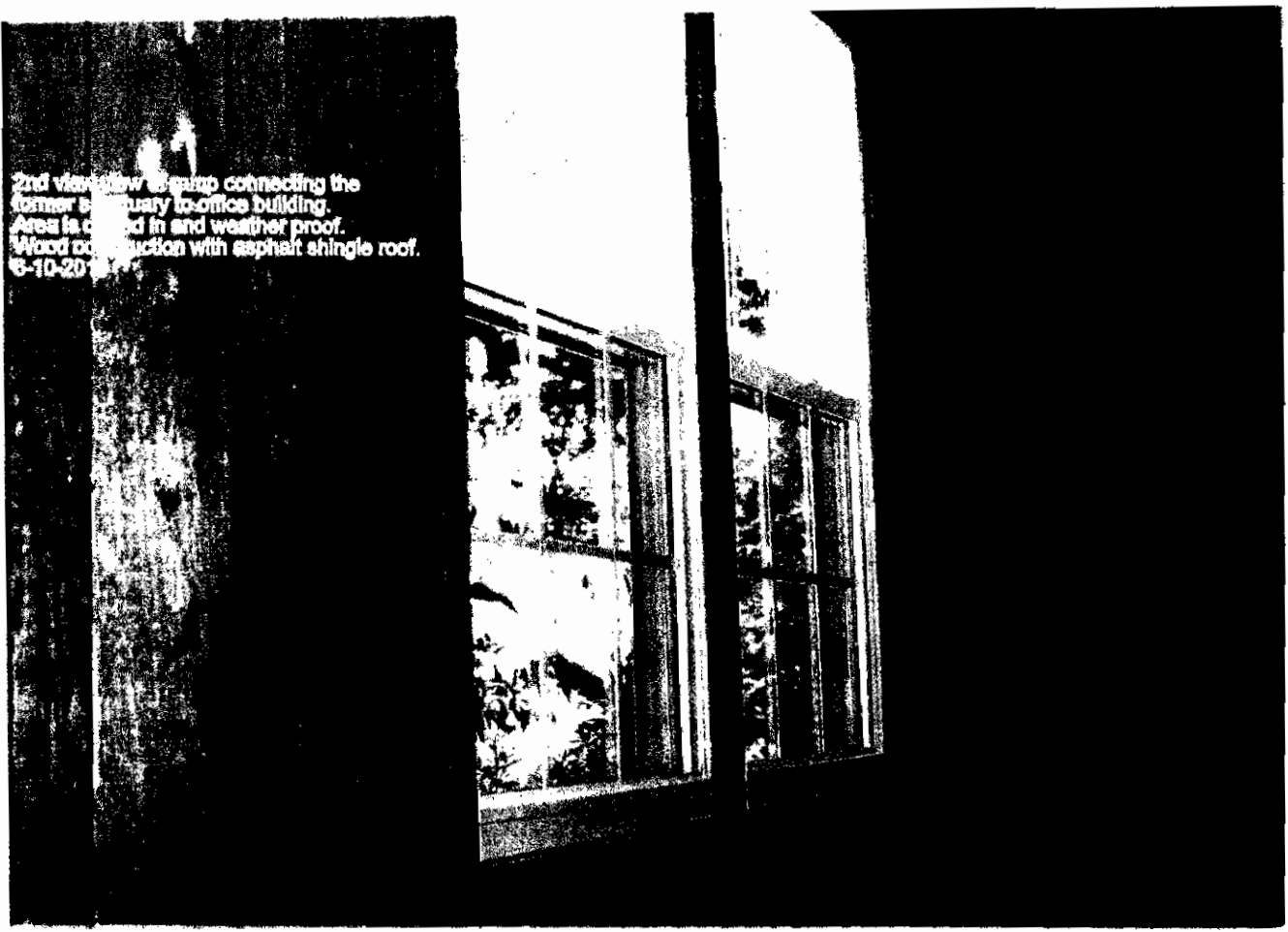


connector between buildings

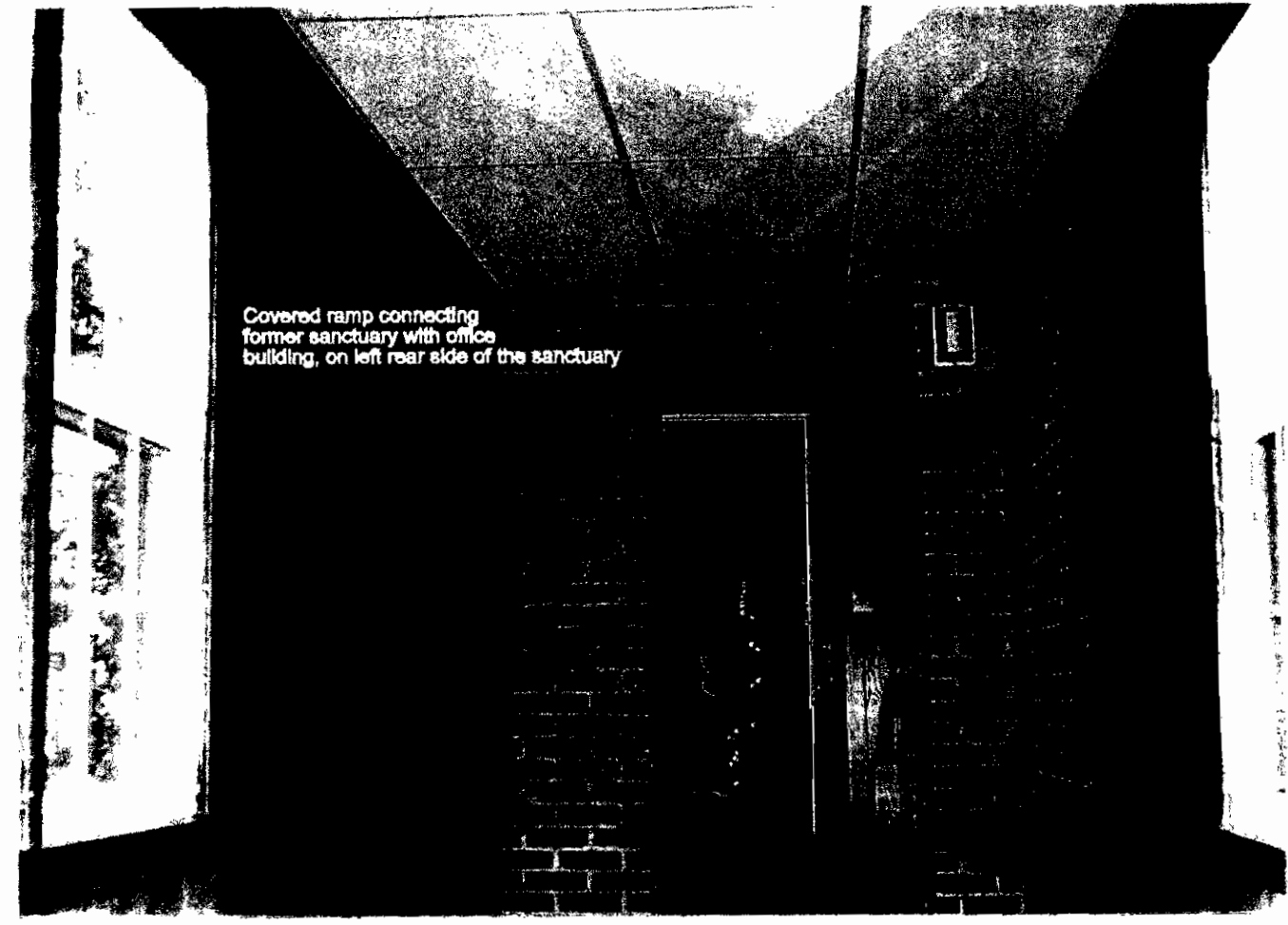
Left

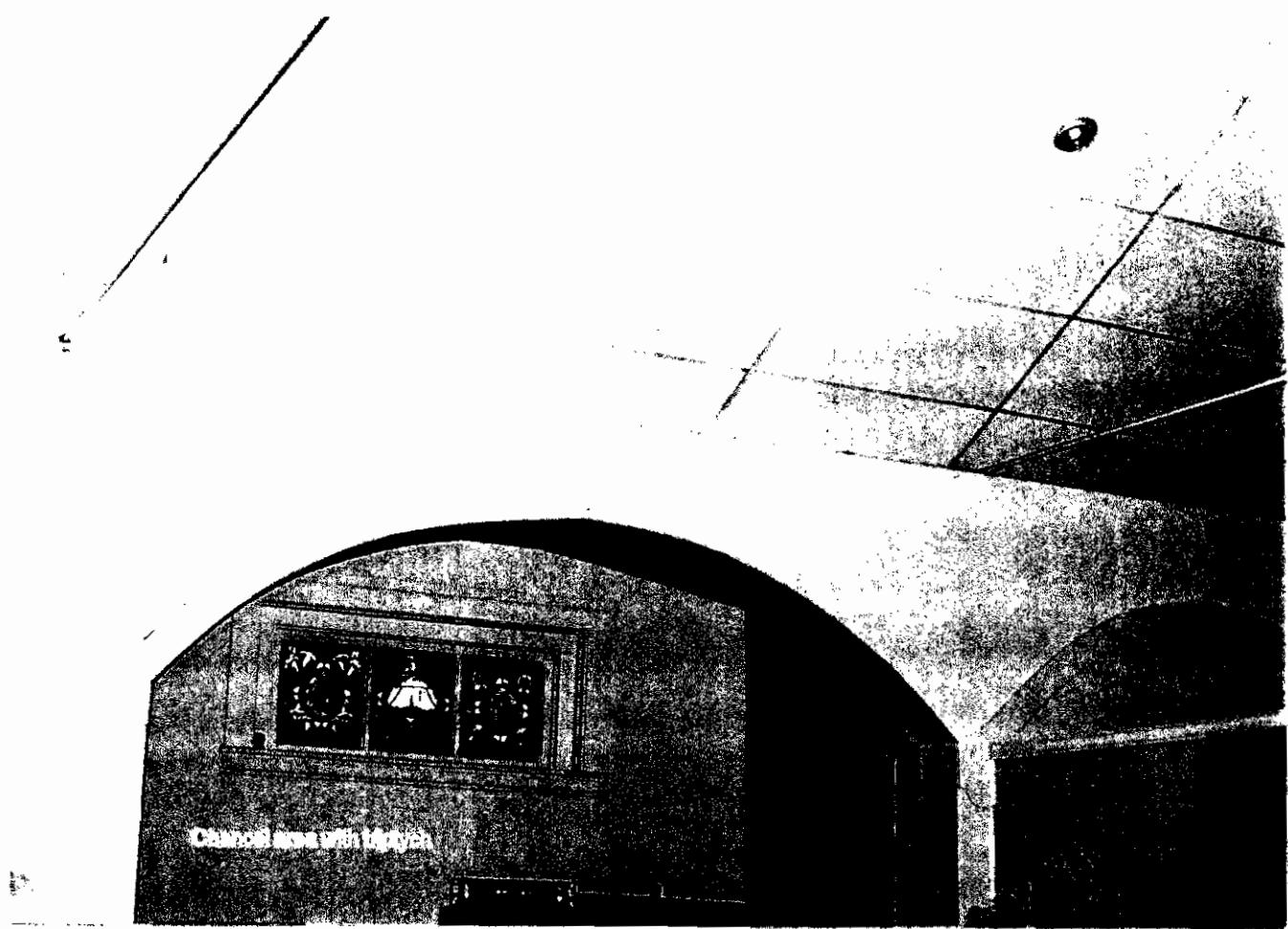
Front facing Stallings Road

2nd view of ramp connecting the former sanctuary to office building. Area is covered in and weather proof. Wood construction with asphalt shingle roof. 6-10-2011

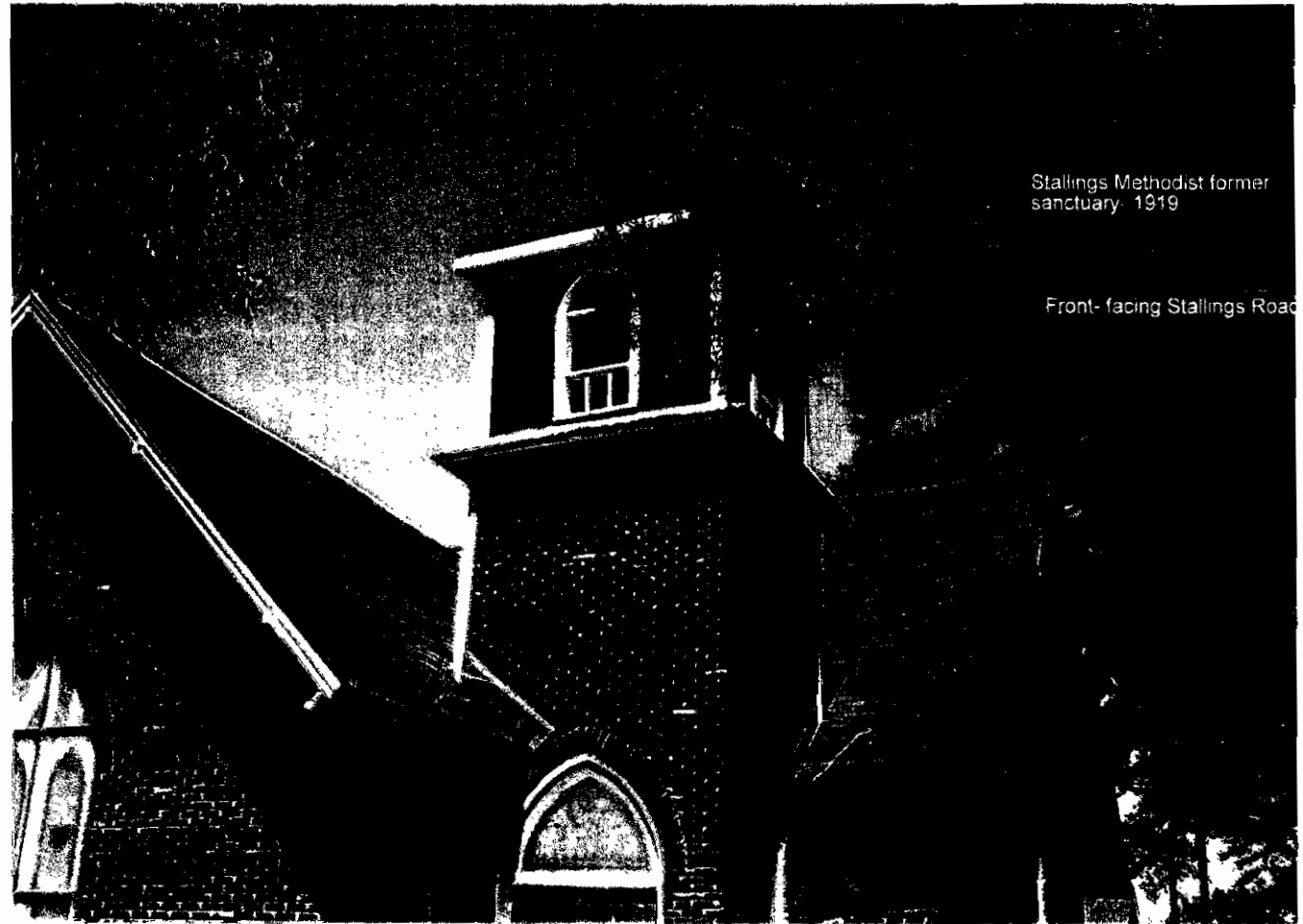


Covered ramp connecting former sanctuary with office building, on left rear side of the sanctuary



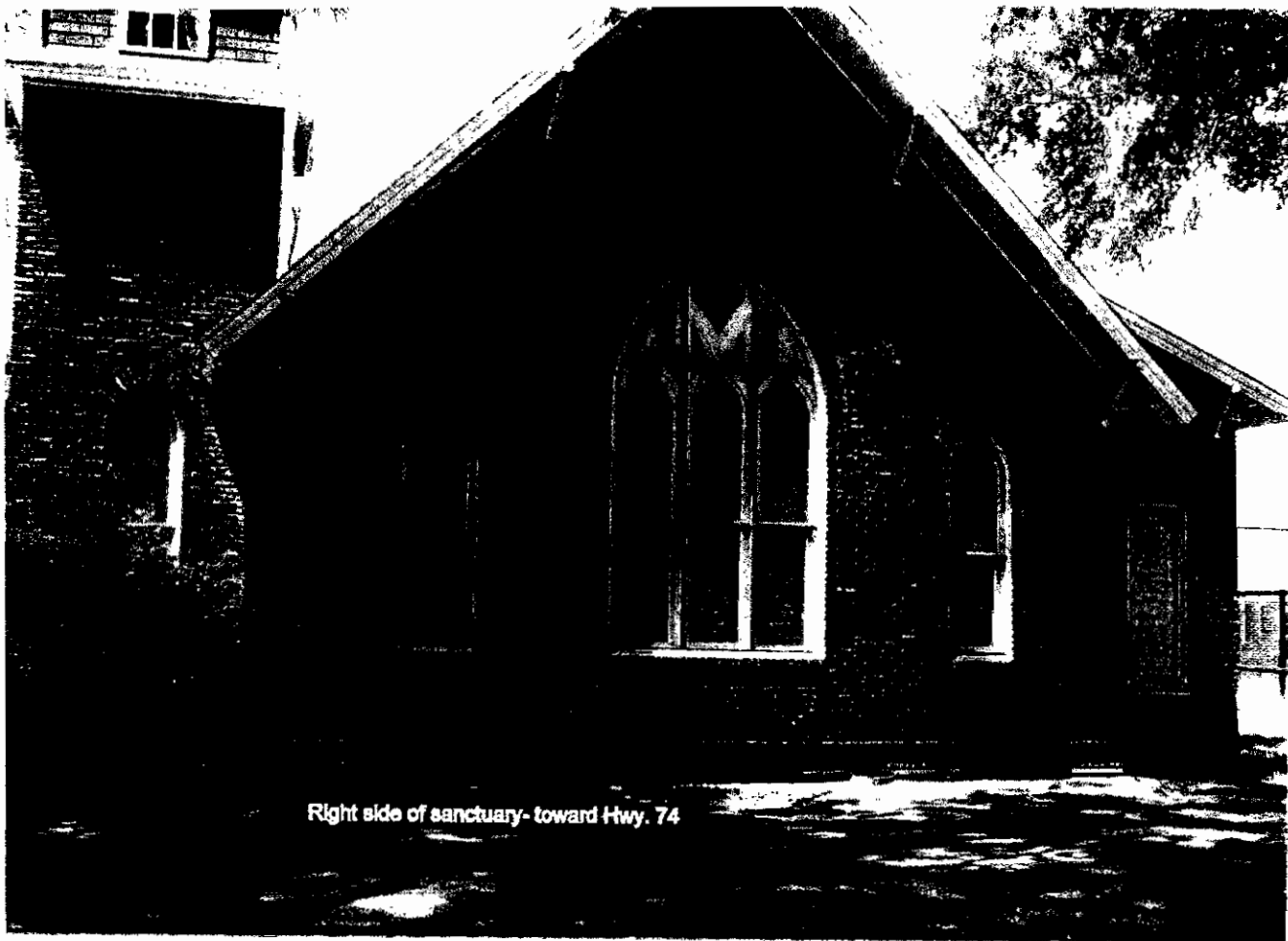


Chancel area with window



Stallings Methodist former sanctuary 1919

Front-facing Stallings Road



Right side of sanctuary- toward Hwy. 74



Rear view

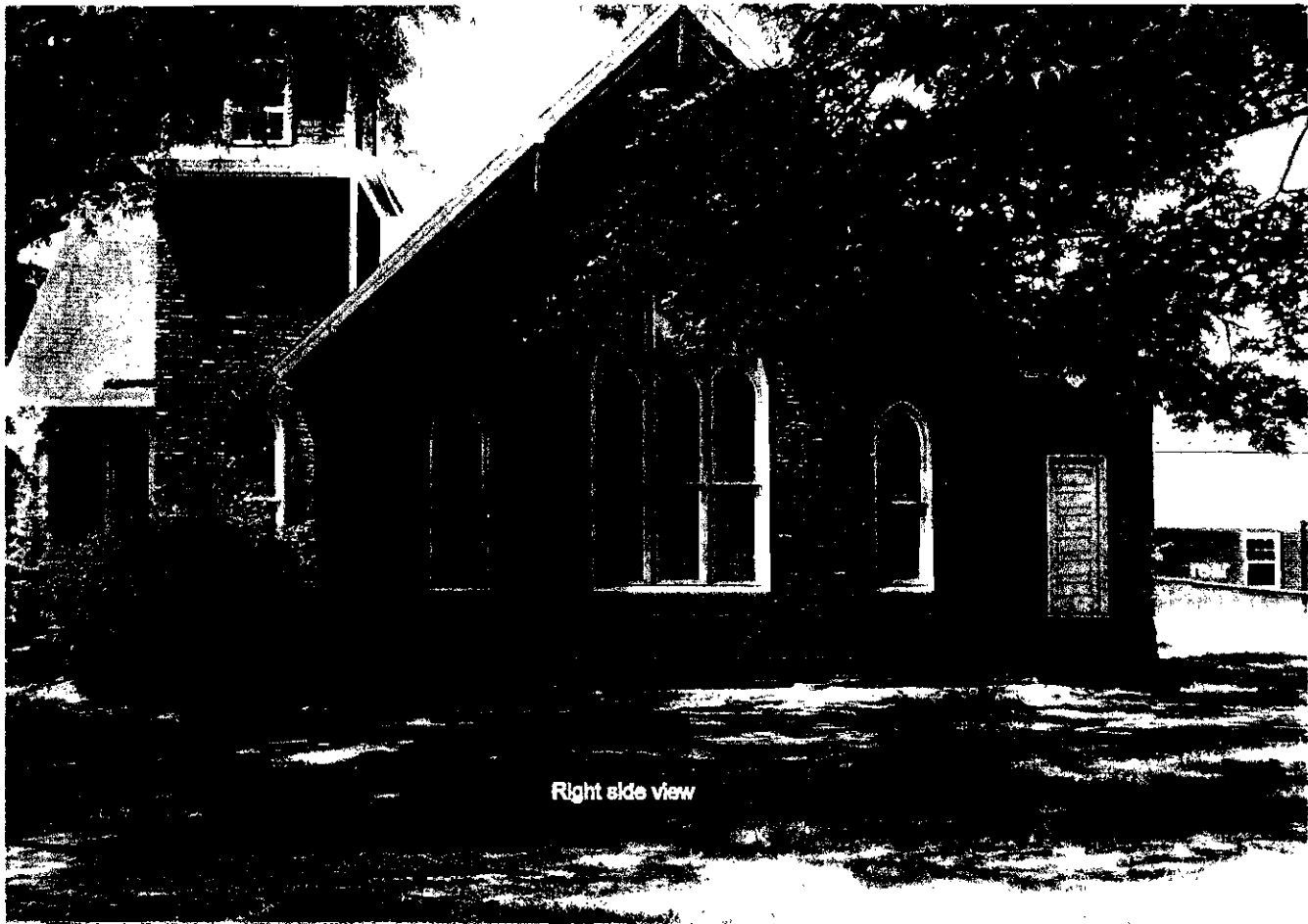
Right side and rear of church



Connector between old sanctuary
and office building- rear of church



Stained glass windows
(3), located in front and right
and left sides of the church



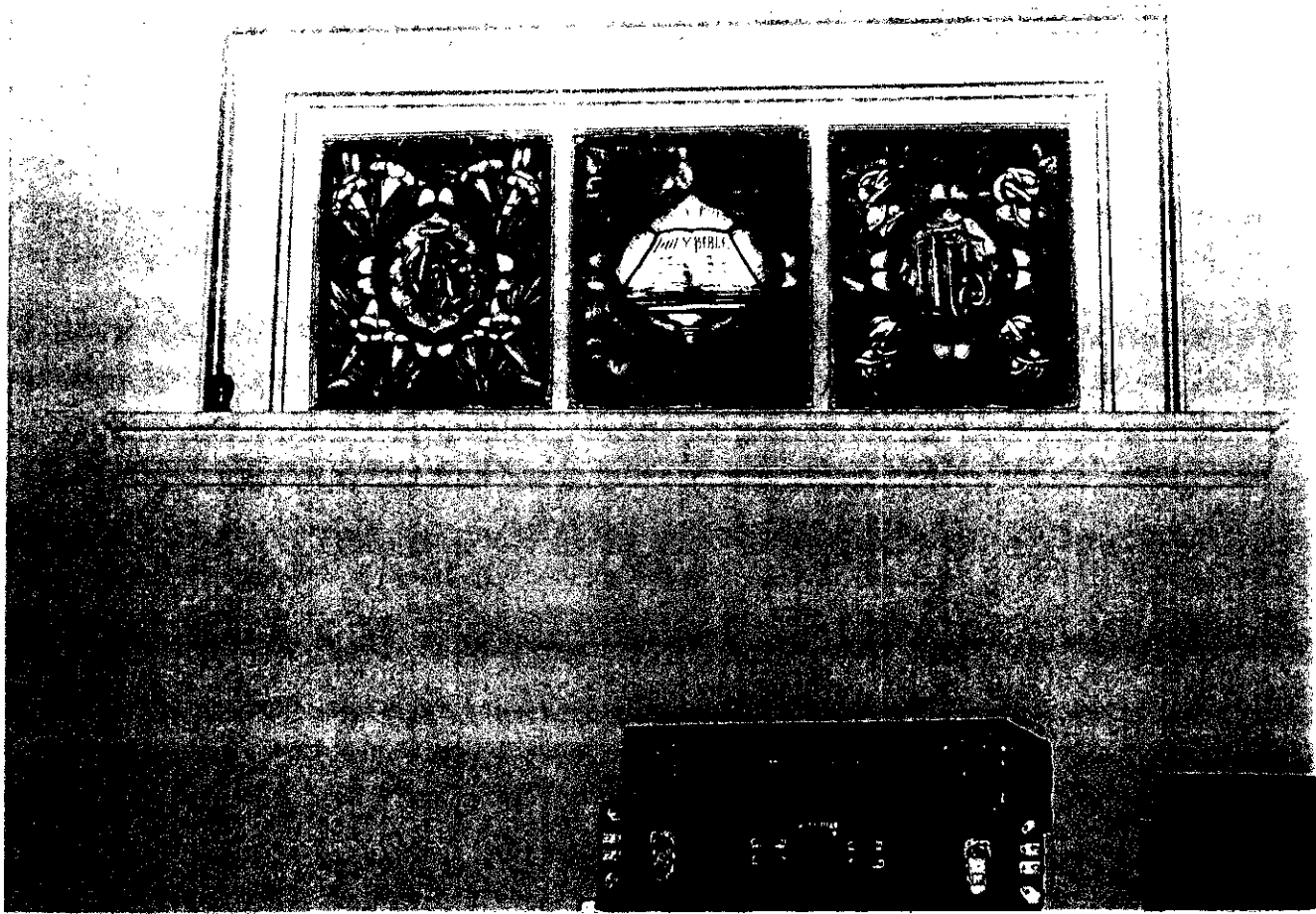
Right side view



Stallings church bell during renovations in 1958-59



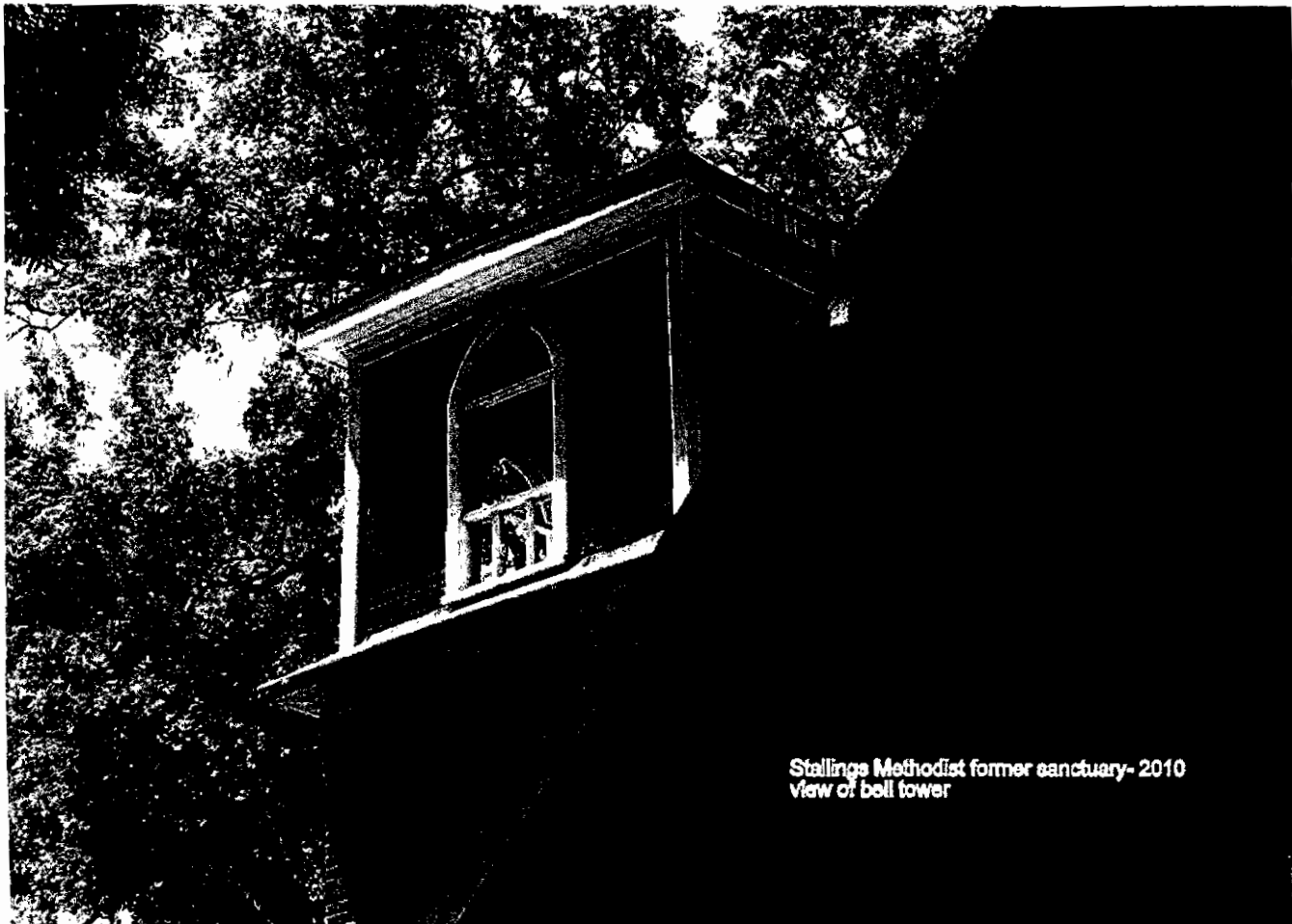




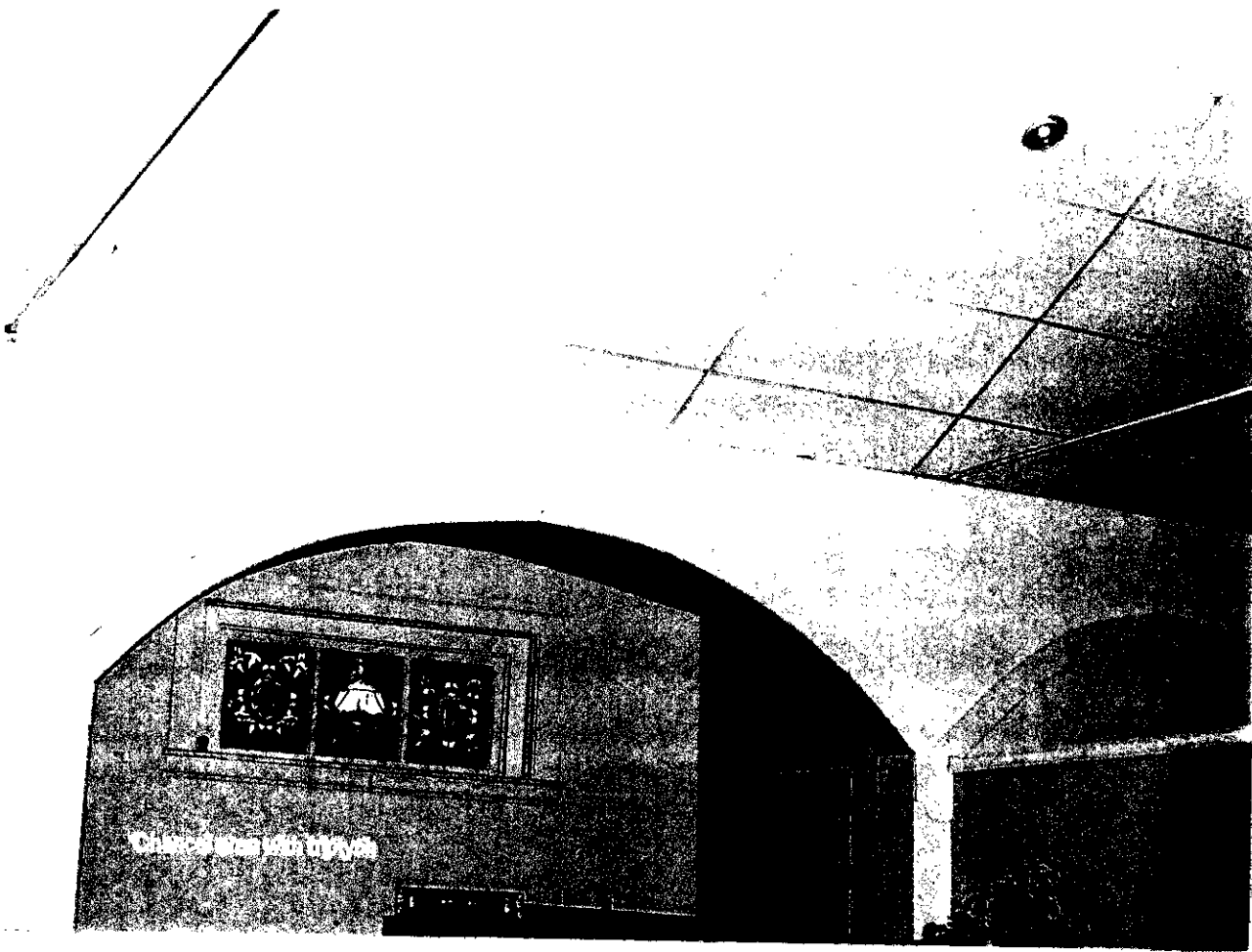
Connector between old sanctuary
and office building- rear of church

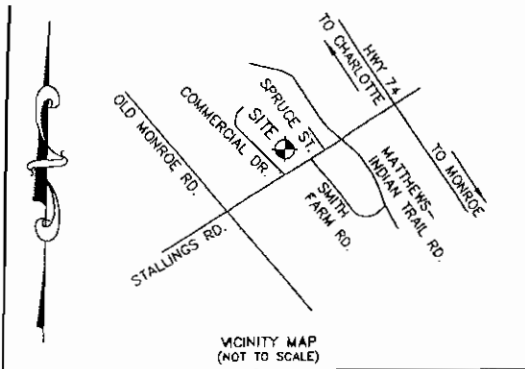


rear of church



Stallings Methodist former sanctuary- 2010
View of bell tower

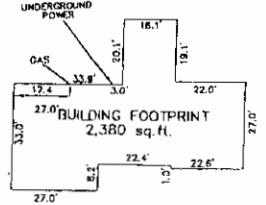




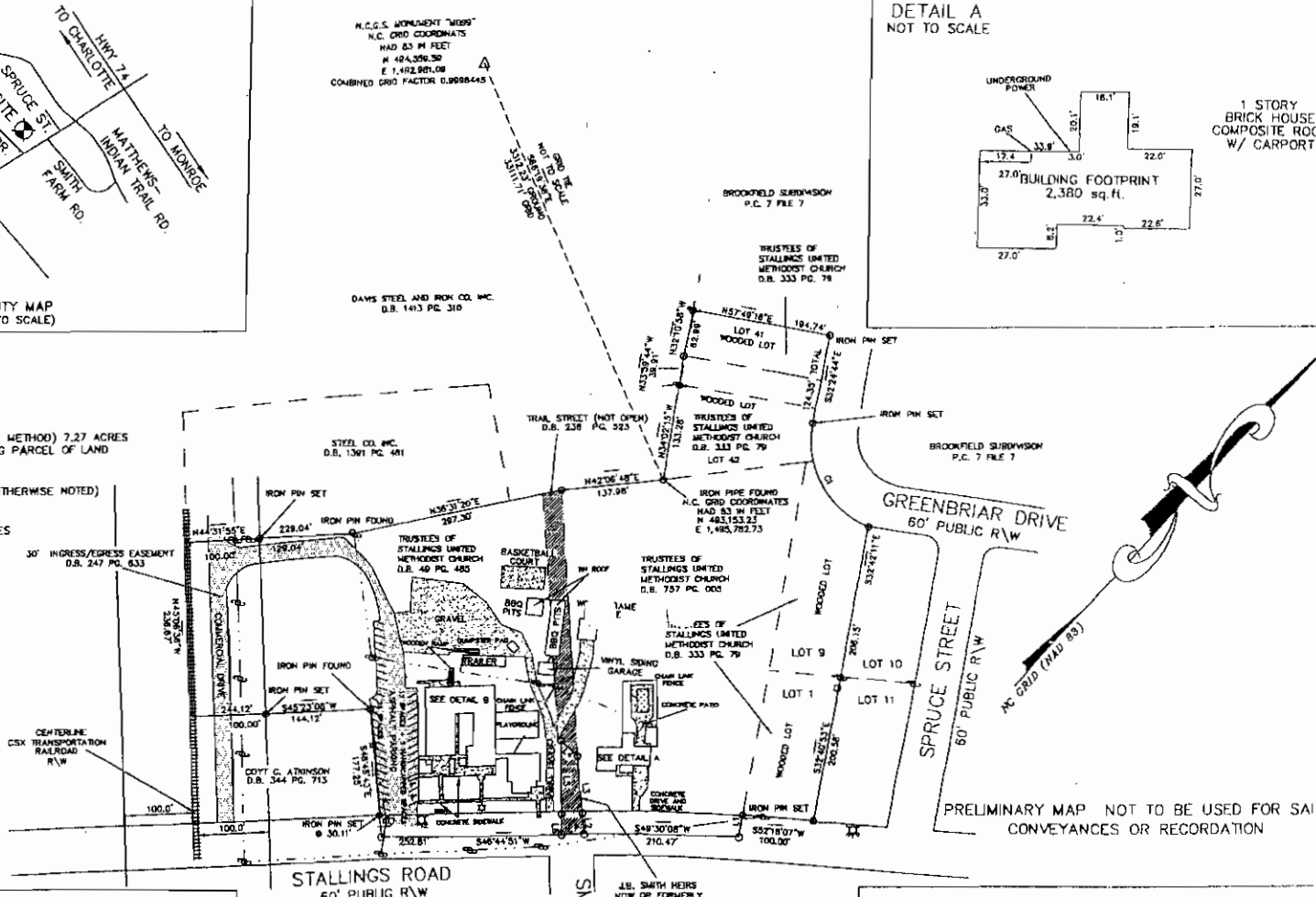
N.C.G.S. MONUMENT "M099"
N.C. GRID COORDINATES
HAD 83 IN FEET
N 424,359.30
E 1,482,881.08
COMBINED GRID FACTOR 0.9998445

DAVIS STEEL AND IRON CO. INC.
D.B. 1413 PG. 310

DETAIL A
NOT TO SCALE

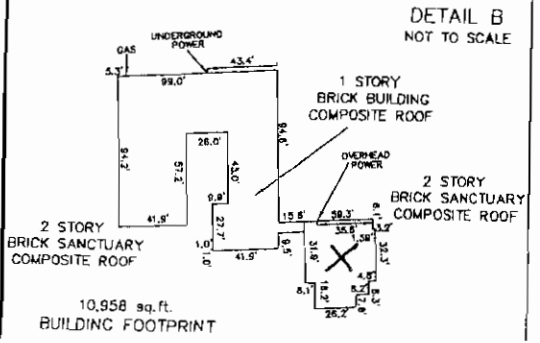


- NOTES:
- ERROR OF CLOSURE 1:10,000+
 - AREA BY COMPUTER (COORDINATE METHOD) 7.27 ACRES
 - THIS IS A SURVEY OF AN EXISTING PARCEL OF LAND
 - P.O. = POWER POLE
 - F.H. = FIRE HYDRANT
 - ○ = IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
 - ○ = COMPUTED POINT
 - ○ = LIGHT POLE
 - --- = OVERHEAD UTILITIES
 - R/W = RIGHT OF WAY



LINE	LENGTH	BEARING
L1	32.07	S37°45'33"E
L2	27.27	N42°18'47"W
L3	78.48	N48°18'47"W
L4	31.88	N88°38'51"W
L5	100.74	S43°37'20"E
L6	27.84	S43°37'20"E
L7	30.58	N45°58'22"E

CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	124.28	128.70	181.47	S71°17'52"E



PHYSICAL SURVEY
OF
9.16 ACRES
FOR
STALLINGS UNITED METHODIST CHURCH
VANCE TOWNSHIP, UNION COUNTY, NORTH CAROLINA
JANUARY 18, 2002

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

SURVEYED BY EDWARD L. KILLOUGH, N.C.P.L.S. L-1519
204 GRIBBLE ROAD
P.O. BOX 359
INDIAN TRAIL, NORTH CAROLINA 28079
TEL. (704) 821-7111
FAX (704) 821-7152
EMAIL: nekilo@ncells.net
C:\NORTH CAROLINA\EDWARD L. KILLOUGH

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners and the Union County Joint Historic Preservation Commission will hold a joint public hearing on Monday, August 2, 2010, at 7:10 pm in the Board Room located on the first floor of the Union County Government Center, 500 North Main Street, Monroe, North Carolina. The topic of the hearing is the proposed designation of a portion of the Stallings United Methodist Church, located at 1115 Stallings Road, Stallings, North Carolina, as a historic landmark. The portion of the Stallings United Methodist Church being considered for designation includes the former sanctuary building that was built in 1920 (the "1920 building"), the 1920 building's bell, and the area around the 1920 building with the following parameters: 42 ft. to the curb from the front of the building; 16 ft. from the left side of the building (including the enclosed walkway); 20 ft. from the right side of the building; and 20 ft. from the back of the building. The public may view a copy of a map showing these parameters at the Office of the Clerk to the Board, located at 500 N. Main Street, Room 925, Monroe, N.C. There will be an opportunity for public comments regarding the subject matter. Those wishing to comment will be able to sign up to speak beginning at 6:30 pm on August 2nd at the aforementioned hearing location. Any person requesting a sign language interpreter, please call (704) 225-8554 and make a request at least 96 hours in advance. Any other special assistance needed by an individual due to a disability under the Americans with Disabilities Act should call (704) 283-3810 and make a request at least 96 hours in advance.
Lynn G. West
Clerk to the Board
July 18, 25, 2010

**NORTH CAROLINA,
UNION COUNTY**

AFFIDAVIT OF PUBLICATION

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

July 18, 25, 2010

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

This 25 day of July 2010
Pat Deese

Sworn to and subscribed before me, this 25 day of July 2010
Both P. Clutz Notary Public

Seal
My commission expires * May 11, 2013 *

Inches: 1.74
Monroe, NC Date: July 25 2010

Historic Preservation Account # 30062340

COST \$ 154.22

Lynn G. West
Clerk to the Board
July 18, 25, 2010

IN ACCOUNT WITH

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

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

AN ORDINANCE DESIGNATING AS A HISTORIC LANDMARK PROPERTY
KNOWN AS THE STALLINGS UNITED METHODIST FORMER SANCTUARY

WHEREAS, on November 3, 1992, the Union County Board of County Commissioners (hereinafter, the "Board") adopted a historic preservation ordinance entitled "Ordinance Creating Union County Historic Preservation Commission," and amended such ordinance on October 3, 2005 (hereinafter jointly referred to as the "Ordinance"); and

WHEREAS, on March 9, 2009, the Mayor of Stallings and Stallings Town Council resolved to support the request for local landmark designation of the Stallings United Methodist Church and to recommend to the Historic Society (the Union County Joint Historic Preservation Commission) that the Stallings United Methodist Church be considered for landmark designation; and

WHEREAS, on April 12, 2010, the Mayor of Stallings and Stallings Town Council resolved to authorize the Board to designate the Stallings United Methodist Church as a historic landmark pursuant to the aforementioned Ordinance; and

WHEREAS, the Ordinance provides for the designation of historic landmarks by the Board upon recommendation and findings by the Union County Historic Preservation Commission (hereinafter, the "Historic Preservation Commission" or "Commission"); and

WHEREAS, the Historic Preservation Commission has found the Stallings United Methodist Church building known as the "Stallings United Methodist Former Sanctuary" to be of special significance in terms of its historical, prehistorical, architectural or cultural importance and to possess integrity of design, setting, workmanship, materials, feeling and/or association; and

WHEREAS, the Historic Preservation Commission has recommended designation of the Stallings United Methodist Former Sanctuary as a historic landmark, and the Commission has otherwise complied with all applicable requirements of the Ordinance regarding establishment of a historic landmark; and

WHEREAS, the Stallings United Methodist Former Sanctuary is a good representative example of a twentieth-century Gothic Revival-style building with its gable roof, arched doors and windows, and recessed corner entrance/bell tower. In addition, the building's deep roof overhang and knee braces display elements of the Craftsman style popular in 1920. One unique feature of the building is its two-story bell tower entrance which has a belfry instead of a steeple or crenelated tower, and which houses the building's original bell. Other striking features of the brick veneered building include its massive stained glass windows, a high quality stained glass triptych, and bell tower entrance doors composed of full cut vertical tongue-and-groove boards; and

WHEREAS, the North Carolina Department of Cultural Resources, Division of Historical Resources, has advised that the aforementioned former sanctuary building built in 1920 possesses the requisite significance and integrity for landmark designation.

NOW, THEREFORE, BE IT ORDAINED by the Union County Board of Commissioners as follows:

1. In accordance with the requirements of the Ordinance, the Stallings United Methodist Former Sanctuary is hereby designated as a historic landmark. The Stallings United Methodist Former Sanctuary is located at 1115 Stallings Road, Stallings, North Carolina, 28104, on a tract of land described in a deed recorded in Book 49, Page 465, Union County Registry. The Stallings United Methodist Former Sanctuary is owned by the Stallings United Methodist Church, acting through its trustees, and is held in trust for the Western NC Conference United Methodist Church. **For purposes of this designation, the “Stallings United Methodist Former Sanctuary” shall refer to: (i) the exterior of the building constructed in 1920 and formerly used as a sanctuary; (ii) the following interior feature of the building: the bell, which is located in the building’s bell tower; and (iii) that area around the building, including all existing structures within that area (e.g. the enclosed walkway attached to the left side of the building), with parameters as defined below:**

Front of building: 42 feet to the curb of Stallings Road from the front of the building

Left side of building: 16 feet from the left side of the building.

Right side of building: 20 feet from the right side of the building

Back of building: 20 feet from the back of the building.

Notwithstanding anything herein to the contrary, none of the buildings constructed after 1920 and prior to the date of this ordinance’s adoption, shall be included in this designation.

2. From and after the designation of the Stallings United Methodist Former Sanctuary as a historic landmark, no exterior portion of any building or other structure (including masonry walls, fences, light fixtures, steps and pavement, or other appurtenant features), nor any above-ground utility structure nor any type of outdoor advertising sign, nor any interior feature consented to by the owner(s) as part of the historic landmark, shall be erected, altered, restored, moved or demolished on such landmark until after an application for a certificate of appropriateness has been submitted to and approved by the Historic Preservation Commission. The waiting period specified in Chapter 160A, Article 19, Part 3C of the North Carolina General Statutes shall be

observed prior to any demolition of the Stallings United Methodist Former Sanctuary.

3. Upon consent by the owner, the Historic Preservation Commission may post a suitable sign on the property comprising the Stallings United Methodist Former Sanctuary, indicating its designation as a historic landmark. If the owner(s) objects to such sign, the Commission may place the sign on a nearby right-of-way.
4. Nothing in this ordinance shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature of the Stallings United Methodist Former Sanctuary which does not involve a change in design, materials, or outer appearance thereof, nor to prevent the construction, reconstruction, alteration, restoration, or demolition of any such feature which the building inspector or similar official shall certify is required by the public safety because of an unsafe or dangerous condition. Nothing herein shall be construed to prevent a property owner from making use of his property not prohibited by other statutes, ordinance, or regulations. Nothing in this ordinance shall be construed to prevent the maintenance or in the event of an emergency, the immediate restoration of any existing above-ground utility structure without approval by the Commission.
5. Upon adoption of this ordinance, the Historic Preservation Commission shall provide written notice of landmark status to the owner(s) and occupants of the Stallings United Methodist Former Sanctuary. The Commission shall also file a copy of this ordinance, and any subsequent amendments hereto, in the office of the Register of Deeds for Union County, requesting that the designated landmark be indexed according to the name of the owner(s) of the property in the grantee and grantor indexes in the Register of Deeds office. The Commission shall file a second copy of this ordinance, and any subsequent amendments hereto, with the Clerk to the Stallings Town Council for the purpose of public inspection at any reasonable time. The Commission shall provide a third copy of this ordinance, and any subsequent amendments hereto, to the Union County Building Inspections Department. Finally, the Historic Preservation Commission shall also provide notice of the designation of the Stallings United Methodist Former Sanctuary as a historic landmark to the Union County Tax Assessor's office.
6. This ordinance shall be effective upon adoption.

Adopted this the ____ day of _____, 20____.

Chairperson of the Union County Board of Commissioners

ITEM #7

AGENDA ITEM

7

MEETING DATE 7-19-10

THE ATTACHED INFORMATION

IS THE SAME INFORMATION

PROVIDED FOR THIS ITEM

AGENDA ITEM

8

MEETING DATE 8-2-10

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

Village of Wesley Chapel

July 14th, 2010

Union County Board of Commissioners
Attn: Lynn West, CMC
500 N. Main St., Room 925
Monroe, NC 28112

RE: Wesley Chapel Fire & Rescue Request for Sewer Allocation

Dear Commissioners,

Thank you for your recent consideration of the request by Wesley Chapel Fire & Rescue for an increase in their sewer allocation. While the Council for the Village of Wesley Chapel understands that there was no action taken in this matter at your meeting of June 21st, 2010, we would like to respectfully request that this matter be given the Board's attention and approval at your next regular Board Meeting, on July 19th, 2010.

The Village Council recognizes that a Fire Study was authorized by the U.C. Board of Commissioners several months ago that is nearly completed. We believe that a draft of that report has been made available by the consultant for Staff review and that a copy has been recently presented to each of the Commissioners. The Village Council understands and respects the desire of the Commissioners to be able to review the fire study report in the interest of making the best decision on the aforementioned request for sewer allocation.

As we believe you are aware, the WCVFD Board recognized the need to replace the current station located on Waxhaw-Indian Trail Road in Wesley Chapel due to the age of this facility and the need to provide sleeping quarters for new, paid responders, among other reasons. The Village Council also recognized that a new facility was urgently needed and worked with the WCVFD Board as well as adjacent residents to put forth the best proposal possible. The Village Council has made the decision to approve the CUP after careful consideration of their request. It is also worth noting that construction costs are somewhat lower in the current economic environment.

The Village Council further recognizes that the availability of sewer capacity is a crucial commodity in Union County. However, we recognize that an exception process exists for certain other important services such as schools, etc., and we note that fire departments are, in fact, tax payer funded entities. The value of the services provided by Wesley Chapel Fire & Rescue cannot be underestimated, not just for Wesley Chapel, but for several of our municipal neighbors for which they also provide services.

Village of Wesley Chapel

Therefore, given the increasing density of residences in the area, the population serviced, the long-standing excellent services provided by our fire department, the Council for the Village of Wesley Chapel unanimously and respectfully requests that the small amount of additional sewer allocation requested be granted to Wesley Chapel Fire & Rescue. A building permit cannot be obtained until they have adequate sewer availability.

Thank you in advance for your consideration.

Regards,

A handwritten signature in black ink, appearing to read "Brad Horvath". The signature is written in a cursive style with a horizontal line through the middle of the letters.

Mayor Brad Horvath on behalf of the Wesley Chapel Village Council

**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: _____

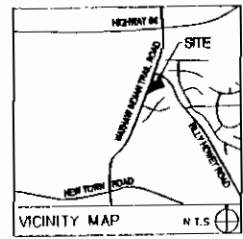
Finance Dept. Comments if applicable: _____

Manager Recommendation:

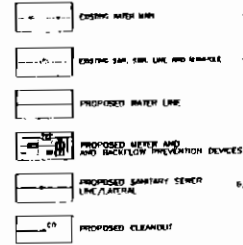
REMOVE AND PLACE EXISTING 4" WATER MAIN FOR LOT #3 AND REMOVE 10" D.I. BELLY UNDER ROAD

LOCATION	BOTTOM UTILITY SIZE	TOP ELEVATION	TOP UTILITY SIZE	BOTTOM ELEVATION	SEPARATION (FT)
CROSSING #1	18" DP	842.33	18" STORM	843.33	1.00
CROSSING #2	24" PVC	842.58	18" STORM	845.50	1.92
CROSSING #3	24" PVC	838.08	18" STORM	840.12	1.40
CROSSING #4	18" DP	838.02	18" STORM	840.02	1.00
CROSSING #11	8" PVC	841.38	8" STORM	843.25	1.87
CROSSING #12	8" PVC	841.82	8" STORM	843.25	1.43
CROSSING #13	8" PVC	842.25	8" STORM	843.65	1.40
CROSSING #14	8" PVC	838.70	8" STORM	842.81	4.11
CROSSING #15	24" PVC	841.52	8" STORM	843.92	1.20

- ### 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 (EVEN WATERS, ELECTRICAL TRANSFORMERS, AND OTHER VEHICLES) EXCEPT BE LOCATED WITHIN THIS SPACE.
 - ALL FIRE DEPARTMENT CONNECTIONS SHALL BE INSTALLED UPSTREAM AND FREE FROM ANY OTHER DEVICES FROM A STREET, FIRE LINE, OR OTHER AREA PROVIDING ACCESS TO FIRE DEPARTMENT APPROXIMATE THE AREA BETWEEN THE CONNECTION AND VEHICLES ACCESS SHALL BE FREE OF OBSTRUCTIONS.
 - WATER SHALL BE AN APPROVED PRESSURE FIRE HYDRANT WITH A MINIMUM FEET OF THE FIRE DEPARTMENT CONNECTION INSTALLED ALONG AN APPROVED PATH OF TRAVEL FOR THE FIRE APPROVAL.
 - FOR ADDITIONAL INFORMATION OF FIRE PROTECTION SYSTEM INCLUDING LOCATION OF THE DEPARTMENT CONNECTION, ETC., REFER TO FIRE PROTECTION PLANS BY OTHERS.



SOILS: 100% SANDY SILT
 (GEOTECHNICAL BUREAU DATED SEPTEMBER 8, 2009 PROVIDED BY GEOTECHNICAL BUREAU, 3244 WOODWAY RD, WAXHAW, NORTH CAROLINA, (704) 209-9820)



WATER DISTRIBUTION NOTES

- IF THE LAND CONTRACTOR IS RESPONSIBLE FOR INSTALLATION.
- DOMESTIC WATER MAINS INSTALLED BY UNDER COUNTY PUBLIC WORKS CONTRACTOR IS RESPONSIBLE FOR COORDINATING AND PERFORMING INSTALLATION.
- NOT USED.
- IF IT REQUIRES PRESSURE MAINLINE BACKFLOW PREVENTION ASSEMBLY AS APPROVED BY UNDER COUNTY PUBLIC WORKS AND INSTALLED BY CONTRACTOR PLUMBING CONTRACTOR, ASSEMBLY TO BE INSTALLED DOWN-STREAM UPSTREAM INSTALLED TO INCLUDE DOWN POINTS FOR EXISTING WATER EXPOSURE TO BE LOCATED OUT OF SERVICE. SEE DETAIL 4-0008.
- CONTRACTOR TO LOCATE THE-MS TO ALL BUILDINGS BASED ON PLUMBING PLANS.
- THERE SHALL BE NO LIVE TAPPING BRANCHES, UNLESS APPROVED BY UNDER COUNTY PUBLIC WORKS CONTRACTOR. IF APPROVED BRANCHES SHALL BE INSTALLED TO THE MAINLINE SYSTEM BEFORE PLACING THE WATER SYSTEM IN SERVICE.
- WATER SHOWN TO BE INSTALLED ON THE FIRE LINE BACKFLOW PREVENTER SHALL BE 24" CONDUIT FROM THE FIRE LINE BACKFLOW PREVENTER TO BUILDING SYSTEM BEFORE BUILDING. COORDINATE WITH ALARM SYSTEM MANUFACTURER.
- EACH UNDER COUNTY REQUIRED BACKFLOW PREVENTION ASSEMBLY IS REQUIRED TO BE INSTALLED TO A UNDER COUNTY PUBLIC WORKS APPROVED TESTER PRIOR TO PLACING THE WATER SYSTEM IN SERVICE.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING DEPARTMENT SERVICES AND OBTAINING AN ENGAGEMENT PERMIT AS REQUIRED TO CONSTRUCT MAINLINE CONNECTIONS.
- LOCATE THE DEPARTMENT CONNECTION (D.C.) PER THE FIRE PROTECTION PLANS (BY OTHERS) AND THE DEPARTMENT REQUIREMENTS.
- ALL WATER AND SEWER MAINS SHALL HAVE A MINIMUM COVER/DEPTH, SEPARATION OF 18 FEET IN VERTICAL SEPARATION OF 18 INCHES, UNLESS SUCH SEPARATION IS NOT POSSIBLE. (TYPICAL EXISTING MAIN) PIPE SHALL BE SUBSTITUTED FOR THE MINIMUM WATER MAIN AND SEWER MAIN MATERIALS FOR 10-10 FT ON EACH SIDE.
- WHERE BRANCHES CROSS BETWEEN WATERSHEDS/PROVIDERS OF UNDER LEAD, LEADING SERVICE LATERAL PIPE SHALL BE USED FOR THE BRANCH CONNECTION.
- CONNECTIONS ARE NOT TO BE LOCATED OVER WATER MAINS, METERS ARE NOT TO BE INSTALLED OVER WATER MAINS, SEWER CLEAN-OUTS, WATER BODIES OR SUCH APPEARANCES ARE DAMAGED OR IMPROPERLY PROTECTED.
- INSTALL "WATERTIGHT" PIPE DOWNSIDE FROM ALL TYPES OF THE INTERNAL PUBLIC WATER LINE, AND UNDER ALL OTHER UNDER WRENCHABLE DEVICES SHALL BE INSTALLED. REFER TO UNDER COUNTY PUBLIC WORKS SPECIFICATIONS FOR DETAILS.

- ### SANITARY SEWER NOTES
- CONTRACTOR TO COORDINATE WITH UNDER COUNTY PUBLIC WORKS AND PAY FOR THE IN UNDER COUNTY SANITARY SEWER PROTECTED FOR THE 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.
 - RE-OPENING THE EXISTING SHALL BE ALL INCHES PROTECTIVE AND GUARDIAN APPLE BARS AND EQUIPMENT WITH WHICH TO REMOVE AND PROPERLY DISPOSE OF ANY AND ALL WATER OR GAS (GASOLINE OR HEAVY OIL) FROM THE HOME AND KEEP ALL CONNECTIONS OF WORK, SUCH THAT AS PIPE (LARGE AND CHANGING IS COMPLEX) AND STRUCTURES TO BE WELDED THEREIN COMPLETED.
 - NO WATER SHALL BE ALLOWED TO FLOW THROUGH THE PIPE IN UNAPPROVED BRANCHES. WATER SHALL BE ALLOWED TO FLOW THROUGH UNTIL THE CONCRETE ON TOP OF THE PIPE IS SET (MINIMUM 24 HOURS). ALL WATER PUMPED OR CURED FROM THE MAIN SHALL BE DISPOSED OF IN SUCH A MANNER AS TO PREVENT POLLUTION AND EXPOSURE TO RESIDENTS NEARBY OR OTHER CONSTRUCTION.
 - 1" BELL OF WORK, 6" & 8" IN EXISTING JOINT/SEAM SHALL BE INSTALLED ON EACH MAINLINE SECTION.
 - REFER TO UNDER COUNTY SPECIFICATIONS AND TO UNDER COUNTY WATER & SEWER EXTENSION POLICY, AND ALL OTHER AND EQUIPMENT SHALL BE IN ACCORDANCE WITH UNDER COUNTY PUBLIC WORKS SPECIFICATIONS.
 - DO NOT PLANT TREES OVER SEWER MAINS, WATER MAINS, OR OTHER MAIN EXPOSURES.

NO SEWER CAPACITY REQUESTED:
 TO THE DEPARTMENT ENGINEER & 2. DEPARTMENT'S OFFICE EMPLOYED -
 14 EMPLOYEES & 50 CDD/COMPOSITE = 100 CDD REQUESTED

CONTRACTOR IS FULLY RESPONSIBLE FOR OBTAINING APPROPRIATE PERMITS AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION

CONTRACTOR IS RESPONSIBLE FOR PLACING BRACEDS USING FLAG MEN, E.T.C. AS NECESSARY TO MAINTAIN SAFETY TO ALL TRAFFIC.

ALL PLUMBING SHALL COMPLY WITH ALL APPLICABLE CODES AND BE INSTALLED ACCORDING TO STANDARDS OF THE UNDER COUNTY DEPARTMENT OF TRANSPORTATION AND UNDER COUNTY PUBLIC WORKS SPECIFICATIONS.

CONTRACTOR TO LOCATE THE-MS TO ALL BUILDINGS BASED ON PLUMBING PLANS.

THERE SHALL BE NO LIVE TAPPING BRANCHES, UNLESS APPROVED BY UNDER COUNTY PUBLIC WORKS CONTRACTOR. IF APPROVED BRANCHES SHALL BE INSTALLED TO THE MAINLINE SYSTEM BEFORE PLACING THE WATER SYSTEM IN SERVICE.

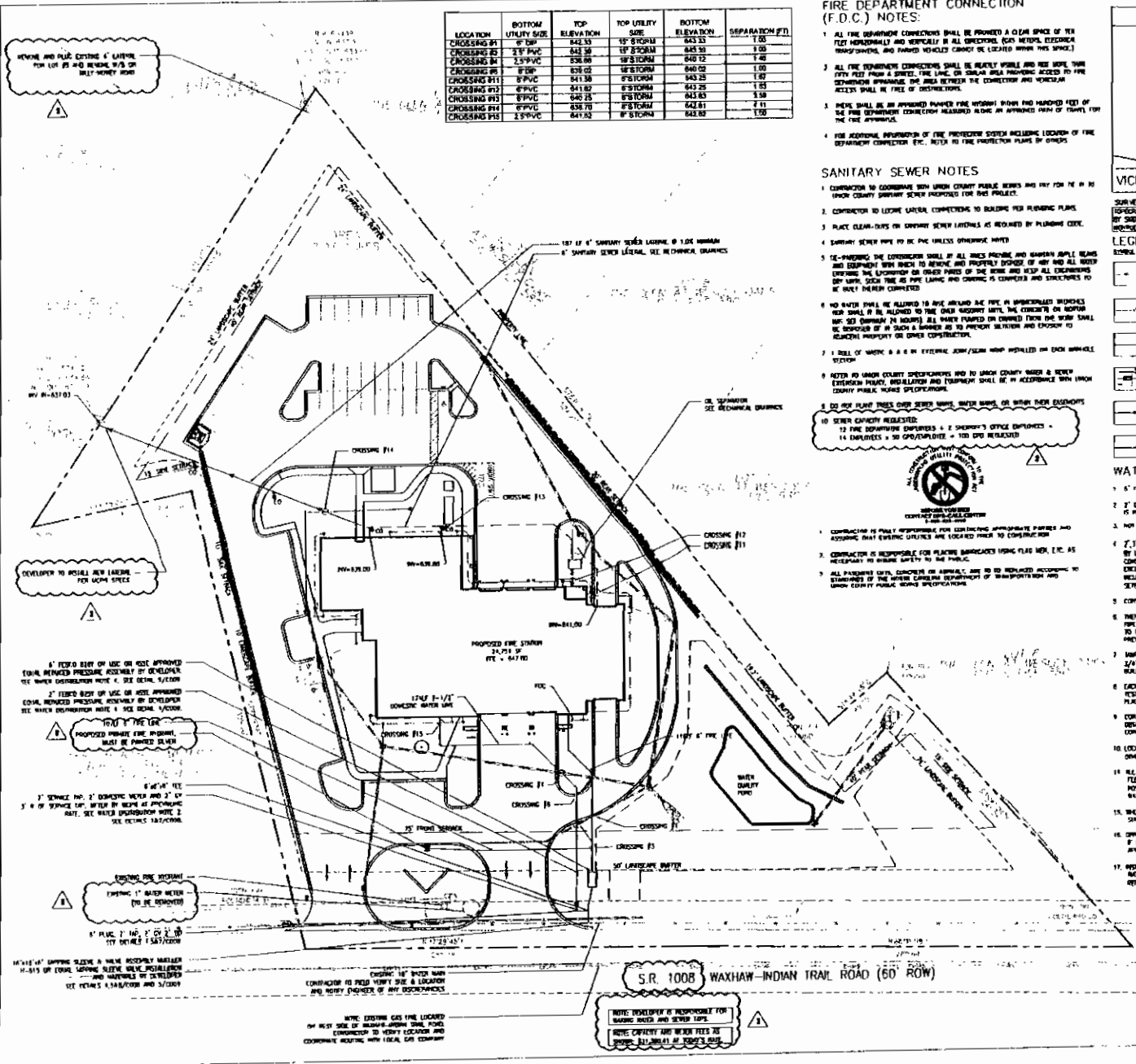
EACH UNDER COUNTY REQUIRED BACKFLOW PREVENTION ASSEMBLY IS REQUIRED TO BE INSTALLED TO A UNDER COUNTY PUBLIC WORKS APPROVED TESTER PRIOR TO PLACING THE WATER SYSTEM IN SERVICE.

CONTRACTOR IS RESPONSIBLE FOR PROVIDING DEPARTMENT SERVICES AND OBTAINING AN ENGAGEMENT PERMIT AS REQUIRED TO CONSTRUCT MAINLINE CONNECTIONS.

LOCATE THE DEPARTMENT CONNECTION (D.C.) PER THE FIRE PROTECTION PLANS (BY OTHERS) AND THE DEPARTMENT REQUIREMENTS.

ALL WATER AND SEWER MAINS SHALL HAVE A MINIMUM COVER/DEPTH, SEPARATION OF 18 FEET IN VERTICAL SEPARATION OF 18 INCHES, UNLESS SUCH SEPARATION IS NOT POSSIBLE. (TYPICAL EXISTING MAIN) PIPE SHALL BE SUBSTITUTED FOR THE MINIMUM WATER MAIN AND SEWER MAIN MATERIALS FOR 10-10 FT ON EACH SIDE.

WHERE BRANCHES CROSS BETWEEN WATERSHEDS/PROVIDERS OF UNDER LEAD, LEADING SERVICE LATERAL PIPE SHALL BE USED FOR THE BRANCH CONNECTION.



DEVELOPER TO INSTALL AND MAINTAIN FOR LOCAL SPACE

1" FEETED BENT OF USE OR HOSE APPROVED EQUAL RATED PRESSURE ASSEMBLY BY DEVELOPER SEE WATER DISTRIBUTION NOTE 4. SEE DETAIL 5-0009

2" FEETED BENT OF USE OR HOSE APPROVED EQUAL RATED PRESSURE ASSEMBLY BY DEVELOPER SEE WATER DISTRIBUTION NOTE 4. SEE DETAIL 5-0009

PROPOSED MAINLINE THE INTERNAL MAINS TO BE PARALLEL TO MAIN

8" W/4" TEE
 2" SERVICE FOR 2" DOMESTIC WATER AND 2" OR 3" 4" OF SERVICE FOR WATER BY MEANS OF APPROVED RATE. SEE WATER DISTRIBUTION NOTE 2. SEE DETAIL 5-0009

EXISTING FIRE MAINLINE (TO BE REMOVED)

1" PLUG, 2" NO. 2 OR 3" OR 4" TTY DETAIL 1-5-0009

EXISTING 10" WATER MAIN CONTRACTOR TO FIELD VERIFY SIZE & LOCATION AND NOTIFY ENGINEER OF ANY DISCREPANCIES

NOTE: EXISTING GAS LINE LOCATED BY WEST SIDE OF BUILDING LAYOUT. THIS LOCATION TO VERIFY LOCATION AND COORDINATE ROUTING WITH LOCAL GAS COMPANY

S.R. 1008 WAXHAW-INDIAN TRAIL ROAD (60' ROW)

NOTE: INSTALLER IS RESPONSIBLE FOR VERIFYING WATER AND SEWER LAPS. NOTE: CAPACITY AND WATER FEES AS PERFORMED BY LOCAL GAS COMPANY

Garner & Brown Architects PA

1718 East Boulevard
 Charlotte, North Carolina 28203
 704.333.1051 Fax 704.376.6346

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CONSISTANTS

PERIGON Charlotte
 537 Industrial Blvd., Matthews, NC 28105
 (704) 248-2000
 www.perigonmg.com

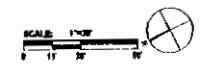
WESLEY CHAPEL VFD FIRE STATION NO. 26

315 WAXHAW-INDIAN TRAIL ROAD
 Wesley Chapel North Carolina

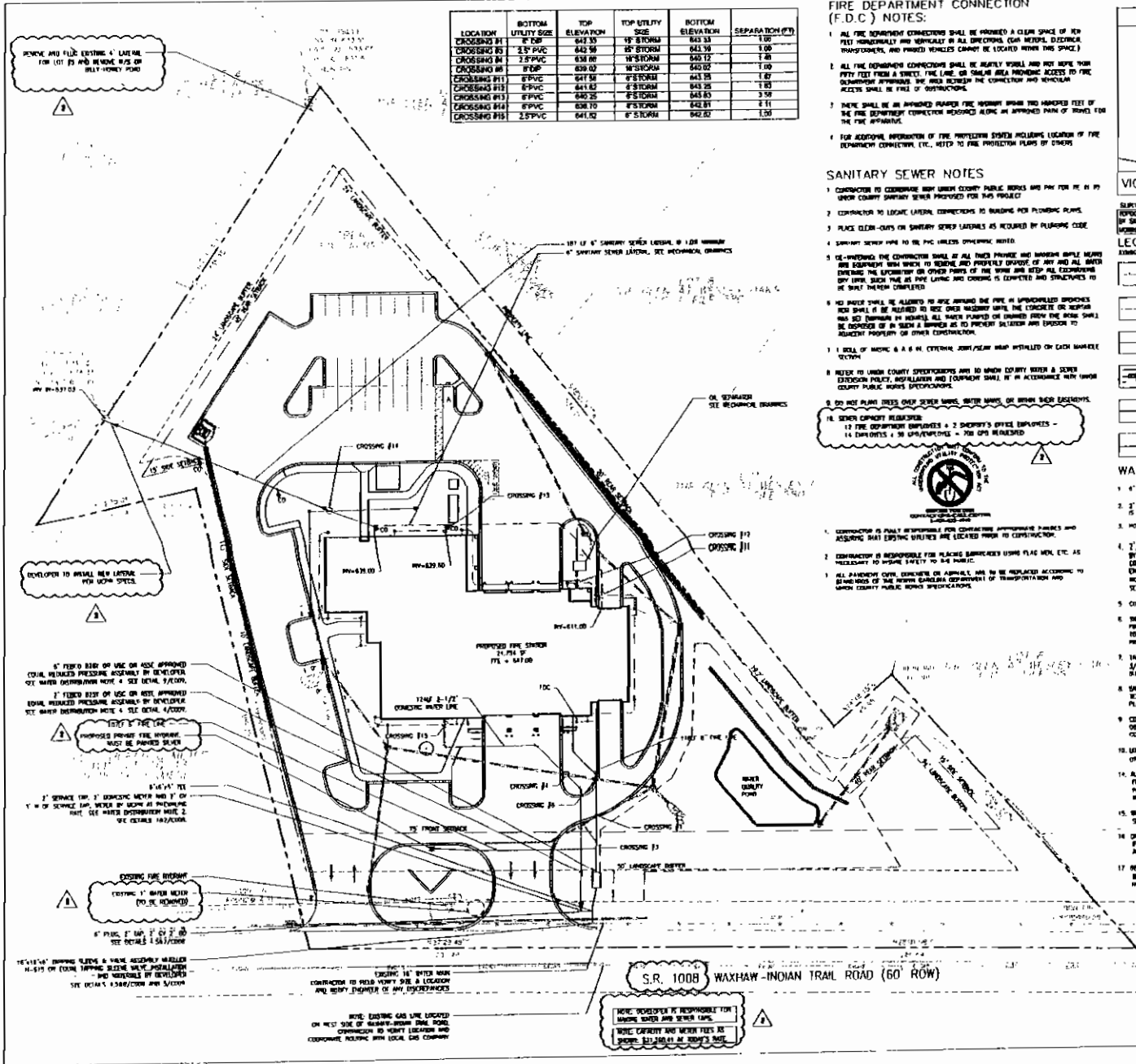
REVISIONS
 REV 1 - APPROVED FOR CONSTRUCTION
 REV 1 - VARIANCE APPROVED
 REV 2 - UOFP COMMENTS

Project Number 109520
 Date June 2, 2010
 Drawn by JYWC
 Checked by JTL

Utility Plan



C-007



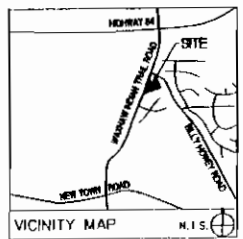
LOCATION	BOTTOM UTILITY SIZE	TOP ELEVATION	TOP UTILITY SIZE	BOTTOM ELEVATION	SEPARATION (FT)
CROSSING #1	8\"/>				

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

- ALL FIRE DEPARTMENT CONNECTIONS SHALL BE PROVIDED A CLEAR SPACE OF 10 FEET MINIMUMLY AND NEARLY IN ALL DIRECTIONS (GAS METERS, DEEDRICKS, WATERSHEDS, AND PARKED VEHICLES CANNOT BE LOCATED WITHIN THIS SPACE).
- ALL FIRE DEPARTMENT CONNECTIONS SHALL BE NEARLY WALLS AND NOT MORE THAN FIFTY FEET FROM A STREET. THE LINE OR SMALL AREA PROVIDING ACCESS TO THE DEPARTMENT APPROXIMATELY THE AREA BETWEEN THE CONNECTION AND VEHICLES THERE SHALL BE FREE OF OBSTRUCTIONS.
- THERE SHALL BE AN APPROVED BARRIER THE HEIGHT OF 36\"/>

SANITARY SEWER NOTES:

- CONTRACTOR TO COORDINATE WITH UNION COUNTY PUBLIC WORKS AND PAY FOR FE IN UNION COUNTY SANITARY SEWER PROVIDED 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.
- ON-PROVIDING THE CONTRACTOR SHALL AT ALL TIMES PROVIDE THE MINIMUM 30\"/>



LEGEND

	EXISTING WATER MAIN	-/-
	EXISTING GAS LINE AND GAS VALVE	-/-
	PROPOSED WATER LINE	-/-
	PROPOSED WATER AND GAS BACKFLOW PREVENTION DEVICES/CO	1/CO
	PROPOSED SANITARY SEWER LINE/LATERAL	6\"/>
	PROPOSED CLEANOUT	-/-

WATER DISTRIBUTION NOTES:

- 6\"/>

Garner & Brown Architects PA
 1718 East Boulevard
 Charlotte, North Carolina 28203
 704 333 1051 Fax 704 376 6546

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 COMMENTS
PERIGON CONSULTING
 831 Inland Oaks, Matthews, NC 28105
 (704) 246-3996
 www.perigon.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 - HICFW COMMENTS

Project Number 109570
 Date June 2, 2010
 Drawn by: JWG
 Checked by: JTL

Utility Plan
 SCALE 1/8\"/>

C-007

POLICY FOR ALLOCATING WASTEWATER TREATMENT CAPACITY

SEPTEMBER 17, 2007

TABLE OF CONTENTS

	<u>PAGE</u>
GENERAL PROVISIONS	
1.0 DEFINITIONS	2
2.0 RECITALS	5
3.0 SCOPE	7
4.0 PURPOSE	8
5.0 EFFECTIVE DATE	9
<u>PART I. ALLOCATION OF CAPACITY: 12-MILE AND CROOKED CREEK WWTPS</u>	
6.0 FIRST PRIORITY PROJECTS	9
6.1 PROJECTS WITH CONTRACTED CAPACITY	9
6.2 PROJECTS WITH ZERO FLOW PERMITS	10
6.3 PROJECTS WITH DENIED PERMIT APPLICATIONS	11
7.0 SECOND PRIORITY PROJECTS	12
7.1 GOVERNMENT FACILITIES	12
7.2 TAP ONLY PROJECTS	13
8.0 THIRD PRIORITY PROJECTS	14
9.0 ACCEPTANCE OF ENGINEERING PLANS	17
<u>PART II. ALLOCATION OF CAPACITY: 6-MILE COLLECTION SYSTEM</u>	
10.0 FIRST PRIORITY PROJECTS	18
11.0 SECOND PRIORITY PROJECTS	19
11.1 GOVERNMENT FACILITIES	19
11.2 TAP ONLY PROJECTS	20
12.0 THIRD PRIORITY PROJECTS	20
12.1 ACTIVE PROJECTS	20
12.2 PART I THIRD PRIORITY PROJECTS	23
13.0 RESERVE CAPACITY	24
14.0 ACCEPTANCE OF ENGINEERING PLANS	25

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		
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. Kimek, 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

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

DENR Customer Service Center
An Equal Opportunity Action Employer

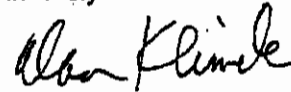
Telephone 1 800 623-7748
50% recycled/10% post-consumer paper

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.

AGENDA ITEM

10
MEETING DATE 8|2|10

**AN ORDINANCE DESIGNATING AS A HISTORIC LANDMARK PROPERTY
KNOWN AS THE STALLINGS UNITED METHODIST FORMER SANCTUARY**

WHEREAS, on November 3, 1992, the Union County Board of County Commissioners (hereinafter, the "Board") adopted a historic preservation ordinance entitled "Ordinance Creating Union County Historic Preservation Commission," and amended such ordinance on October 3, 2005 (hereinafter jointly referred to as the "Ordinance"); and

WHEREAS, on March 9, 2009, the Mayor of Stallings and Stallings Town Council resolved to support the request for local landmark designation of the Stallings United Methodist Church and to recommend to the Historic Society (the Union County Joint Historic Preservation Commission) that the Stallings United Methodist Church be considered for landmark designation; and

WHEREAS, on April 12, 2010, the Mayor of Stallings and Stallings Town Council resolved to authorize the Board to designate the Stallings United Methodist Church as a historic landmark pursuant to the aforementioned Ordinance; and

WHEREAS, the Ordinance provides for the designation of historic landmarks by the Board upon recommendation and findings by the Union County Historic Preservation Commission (hereinafter, the "Historic Preservation Commission" or "Commission"); and

WHEREAS, the Historic Preservation Commission has found the Stallings United Methodist Church building known as the "Stallings United Methodist Former Sanctuary" to be of special significance in terms of its historical, prehistorical, architectural or cultural importance and to possess integrity of design, setting, workmanship, materials, feeling and/or association; and

WHEREAS, the Historic Preservation Commission has recommended designation of the Stallings United Methodist Former Sanctuary as a historic landmark, and the Commission has otherwise complied with all applicable requirements of the Ordinance regarding establishment of a historic landmark; and

WHEREAS, the Stallings United Methodist Former Sanctuary is a good representative example of a twentieth-century Gothic Revival-style building with its gable roof, arched doors and windows, and recessed corner entrance/bell tower. In addition, the building's deep roof overhang and knee braces display elements of the Craftsman style popular in 1920. One unique feature of the building is its two-story bell tower entrance which has a belfry instead of a steeple or crenelated tower, and which houses the building's original bell. Other striking features of the brick veneered building include its massive stained glass windows, a high quality stained glass triptych, and bell tower entrance doors composed of full cut vertical tongue-and-groove boards; and

WHEREAS, the North Carolina Department of Cultural Resources, Division of Historical Resources, has advised that the aforementioned former sanctuary building built in 1920 possesses the requisite significance and integrity for landmark designation.

NOW, THEREFORE, BE IT ORDAINED by the Union County Board of Commissioners as follows:

- I. In accordance with the requirements of the Ordinance, the Stallings United Methodist Former Sanctuary is hereby designated as a historic landmark. The Stallings United Methodist Former Sanctuary is located at 1115 Stallings Road, Stallings, North Carolina, 28104, on a tract of land described in a deed recorded in Book 49, Page 465, Union County Registry. The Stallings United Methodist Former Sanctuary is owned by the Stallings United Methodist Church, acting through its trustees, and is held in trust for the Western NC Conference United Methodist Church. **For purposes of this designation, the “Stallings United Methodist Former Sanctuary” shall refer to: (i) the exterior of the building constructed in 1920 and formerly used as a sanctuary; (ii) the following interior feature of the building: the bell, which is located in the building’s bell tower; and (iii) that area around the building, including all existing structures within that area (e.g. the enclosed walkway attached to the left side of the building), with parameters as defined below:**

Front of building: 42 feet to the curb of Stallings Road from the front of the building

Left side of building: 16 feet from the left side of the building.

Right side of building: 20 feet from the right side of the building

Back of building: 20 feet from the back of the building.

Notwithstanding anything herein to the contrary, none of the buildings constructed after 1920 and prior to the date of this ordinance’s adoption, shall be included in this designation.

2. From and after the designation of the Stallings United Methodist Former Sanctuary as a historic landmark, no exterior portion of any building or other structure (including masonry walls, fences, light fixtures, steps and pavement, or other appurtenant features), nor any above-ground utility structure nor any type of outdoor advertising sign, nor any interior feature consented to by the owner(s) as part of the historic landmark, shall be erected, altered, restored, moved or demolished on such landmark until after an application for a certificate of appropriateness has been submitted to and approved by the Historic Preservation Commission. The waiting period specified in Chapter 160A, Article 19, Part 3C of the North Carolina General Statutes shall be

observed prior to any demolition of the Stallings United Methodist Former Sanctuary.

3. Upon consent by the owner, the Historic Preservation Commission may post a suitable sign on the property comprising the Stallings United Methodist Former Sanctuary, indicating its designation as a historic landmark. If the owner(s) objects to such sign, the Commission may place the sign on a nearby right-of-way.
4. Nothing in this ordinance shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature of the Stallings United Methodist Former Sanctuary which does not involve a change in design, materials, or outer appearance thereof, nor to prevent the construction, reconstruction, alteration, restoration, or demolition of any such feature which the building inspector or similar official shall certify is required by the public safety because of an unsafe or dangerous condition. Nothing herein shall be construed to prevent a property owner from making use of his property not prohibited by other statutes, ordinance, or regulations. Nothing in this ordinance shall be construed to prevent the maintenance or in the event of an emergency, the immediate restoration of any existing above-ground utility structure without approval by the Commission.
5. Upon adoption of this ordinance, the Historic Preservation Commission shall provide written notice of landmark status to the owner(s) and occupants of the Stallings United Methodist Former Sanctuary. The Commission shall also file a copy of this ordinance, and any subsequent amendments hereto, in the office of the Register of Deeds for Union County, requesting that the designated landmark be indexed according to the name of the owner(s) of the property in the grantee and grantor indexes in the Register of Deeds office. The Commission shall file a second copy of this ordinance, and any subsequent amendments hereto, with the Clerk to the Stallings Town Council for the purpose of public inspection at any reasonable time. The Commission shall provide a third copy of this ordinance, and any subsequent amendments hereto, to the Union County Building Inspections Department. Finally, the Historic Preservation Commission shall also provide notice of the designation of the Stallings United Methodist Former Sanctuary as a historic landmark to the Union County Tax Assessor's office.
6. This ordinance shall be effective upon adoption.

Adopted this the ____ day of _____, 20 ____.

Chairperson of the Union County Board of Commissioners



Carolinas Medical Center
Union

AGENDA ITEM

10

MEETING DATE 7-19-10

June 10, 2010

AGENDA ITEM

11b
MEETING DATE 8/2/10

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**



Carolinas Medical Center
Union

Summary of Project

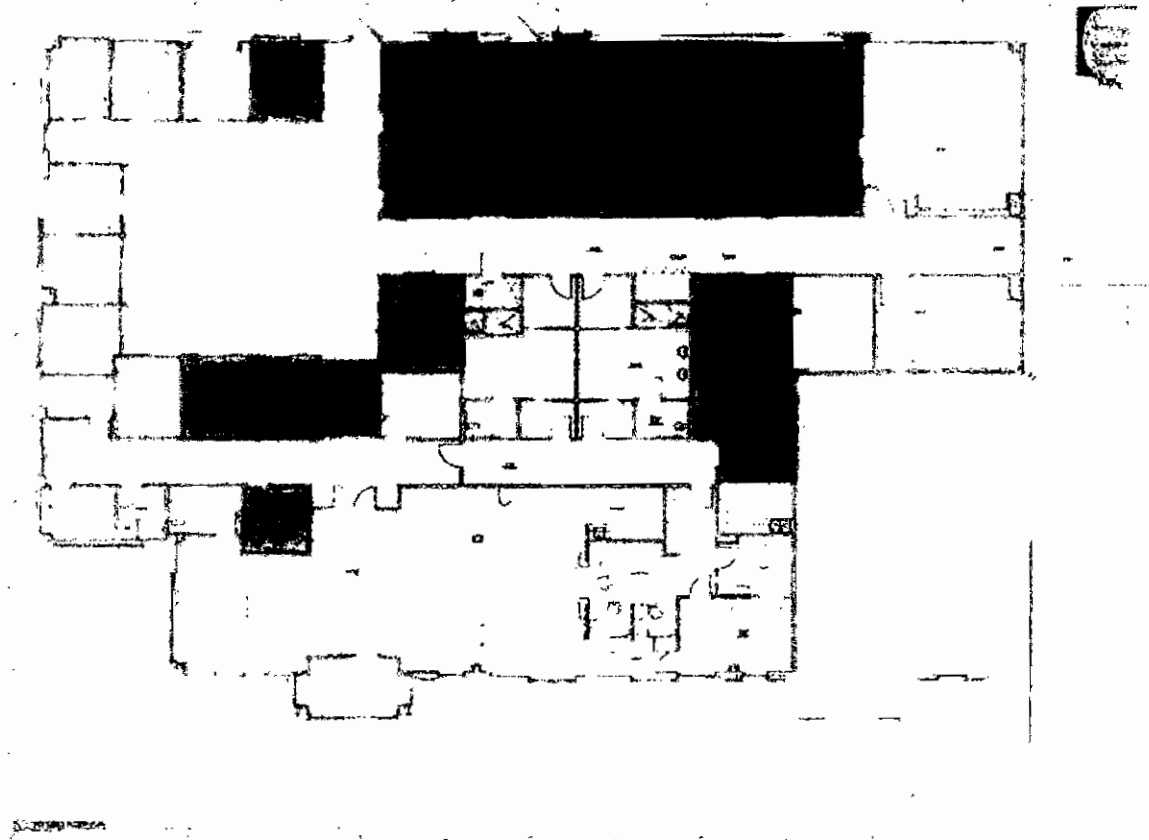
- Ambulatory Surgery Center (ASC) with one OR was approved by the BOCC on November 19, 2007 to be developed at Union West Medical Plaza, Indian Trail, NC on Highway 74.
- A second OR will be constructed as part of the current ASC construction project
- 1,008 square feet for second OR and support space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

12
MEETING DATE 8/2/10

AGENDA ITEM #

11

MEETING DATE 7-19-10

From: "Lynda Paxton" <LPaxton@co.union.nc.us>
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" <bgbbraswell@hotmail.com>, <bradhorvath@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

AGENDA ITEM

13

From: R Catherine <RCatherine@rr.com> 8/2/10
To: algreene@co.union.nc.us

AGENDA ITEM

12**Date:** Tuesday, July 13, 2010 03:50PMMEETING DATE 7-19-10**Subject:** Union County Resolution

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:

July 28, 2010

Catherine Mitchell
Citizens for a Healthy Environment
PO Box 2268
Matthews, NC 28106

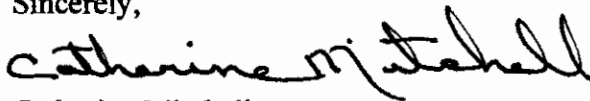
Al Greene
County Manager
Union County
500 N. Church St.
Monroe, NC 28112

Dear Mr. Greene,

Thank you for your help in placing my organization on the agenda for August 2nd. I look forward to attending and having the opportunity to speak on this issue.

I'd like to share this information with you and the commissioners before the meeting. Our group is working very hard to help establish safer guidelines for this medical waste incinerator so that people living in the neighborhoods closest to this facility, in both Union and Mecklenburg County, can be protected from these high levels of toxic emissions.

Sincerely,



Catherine Mitchell

Citizens for a Healthy Environment
PO Box 2268
Matthews, NC 28106
704-573-6902

www.chenc.org



MECKLENBURG COUNTY
Land Use and Environmental Services Agency
- AIR QUALITY -

April 5, 2010

Mr. Keith Overcash, Director
North Carolina Division of Air Quality
1641 Mail Service Center
Raleigh, NC 27699-1641

Re: Hospital, Medical and Infectious Waste Incinerators Rules, AALs

Dear Mr. Overcash:

MCAQ submits the recommendation and request below regarding the regulation of Hospital, Medical and Infectious Waste Incinerators in North Carolina. As you know MCAQ is in the process of renewing the Title V permit for BMWNC, Inc. We have received many public comments and concerns regarding the facility. MCAQ's comments fall into two categories: adoption of state rules implementing the October 6, 2009 federal guidelines (40 CFR 60 Subpart Ce Emission Guidelines and Compliance Times for Hospital/Medical/Infectious Waste Incinerators) and the efficacy of North Carolina's current Acceptable Ambient Limits (AALs) for emissions generated by medical waste incinerators.

Adoption of State Rules Implementing the October 6, 2009 Federal Guidelines

Recommendation: MCAQ recommends that the State adopt rules requiring that affected facilities comply with the federal guidelines - 40 CFR 60 Subpart Ce sooner than the October 6, 2014 deadline required by federal regulation. MCAQ proposes a compliance date of no later than October 6, 2012 (to include completing modifications, beginning operation and demonstrating compliance by stack test) and that the State require owners to submit a compliance plan by October 6, 2010.

Rationale: Existing facilities have received adequate notice of new requirements. On October 6, 2009 USEPA published 40 CFR 60 Subpart Ce – "Emission Guidelines and Compliance Times for Hospital/Medical/Infectious Waste Incinerators" requiring states to promulgate rules for existing facilities. USEPA included two years for states to promulgate a rule and for USEPA to approve the state rule. The guidelines established a compliance date of no later than Oct. 6, 2014, while allowing for states to propose an earlier date. USEPA's action effectively provided notice that emission rates and other requirements would change. Requiring compliance by October 6, 2012, would be consistent with USEPA's approach in regulating existing affected sources under the MACT program (typically allowing three years).

In May 2010 NCDAQ is expected to propose a state rule implementing the federal rules, again providing notice of new rules. State rules will not be any less stringent than the federal guidelines. Owners of existing facilities will once again be put on notice of future requirements and should be planning to comply.

MCAQ's understanding, at least from BMWNC, is that new control equipment will be needed to comply. Adequate time is required for planning, designing, purchasing, installing and testing new equipment.

A parallel process for rule-making and owner implementation is a reasonable expectation for this important rule and its outcome. There is no reason to delay implementation beyond meeting a realistic timetable.

Notice began on October 6, 2009. MCAQ believes that two years is adequate time for planning, designing, purchasing and installing new equipment. Requiring compliance by October 2012 gives three years – one more than needed.

Note: As a certified local program, it is possible for MCAQ to propose and adopt a Mecklenburg County specific regulation requiring compliance earlier than the federal deadline. Because it would differ from existing state rules, our rule would then need to be approved by the NCEMC. Since NCDAQ has already initiated the rulemaking process, it is our opinion that it would be more efficient for the State to adopt a statewide rule as required by EPA and include our recommendation.

Efficacy of North Carolina's Current Acceptable Ambient Limits (AALs) for Emissions Generated by Medical Waste Incinerators

Request: MCAQ requests the North Carolina Scientific Advisory Board immediately review the AALs established for emissions of toxics from medical waste incinerators (Chromium VI, Hydrogen Chloride, Arsenic, Mercury Vapor, Cadmium, Dioxin, et al.) to provide assurance that they continue to be protective of public health within the prescribed margins of safety.

Rationale: The health based AALs are the foundation of the state's air toxics program. These values are what we depend upon to protect public health. The public and we as the regulatory agency need to believe unequivocally that the AALs have been maintained and represent the most up to date scientific knowledge available. The fact that USEPA has lowered toxic emission rates for these types of facilities does create some level of concern that North Carolina's current AALs for medical waste incinerators may not be as protective as we might desire or believe.

We must be absolutely confident that the numbers and the methodology are protective of public health at the risk levels "advertised."

Thank you for your consideration of MCAQ's remarks.

Sincerely,



Don R. Willard
Director

cc: Mike Abraczinskas, NCDAQ
Joan Liu, Jason Rayfield, MCAQ
Cary Saul, LUESA
Bobbie Shields, Mecklenburg County



**MECKLENBURG COUNTY BOARD OF COMMISSIONERS
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 regulations; 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, medical waste incinerator(s) in Mecklenburg County are in compliance with existing federal and State emission rate standards and the “health based” North Carolina Toxics Air Pollution rules, but do not meet the New Federal Standards; and

WHEREAS, public concern regarding medical waste incineration has been expressed by The Town of Matthews, The Town of Stallings and members of the public; 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, Mecklenburg County, as a certified local program, may propose and adopt a Mecklenburg County specific regulation requiring compliance with the New Federal Standards earlier than the federal deadline of October 6, 2014, however, because it would differ from existing State rules, the local rule would require North Carolina Environmental Management Commission approval; and

WHEREAS, since the North Carolina Department 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 follow the County's request for early statewide implementation of the New Federal Standards than for the County to obtain special permission for its local regulations to be inconsistent with State rules; now, therefore, be it

RESOLVED, That the Mecklenburg County Board of Commissioners respectfully requests that the North Carolina Environmental Management Commission adopt State rules implementing the October 6, 2009 federal guidelines (40 CFR 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.

ADOPTED the ____ day of April, 2010.

APPROVED AS TO FORM

County Attorney

Clerk to the Board

**MECKLENBURG COUNTY BOARD OF COMMISSIONERS
RESOLUTION
DIRECTING PREPARATION OF PROPOSED REVISIONS OF THE
MECKLENBURG COUNTY AIR POLLUTION CONTROL ORDINANCE
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 regulations; 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, medical waste incinerator(s) in Mecklenburg County are in compliance with existing federal and State emission rate standards and the “health based” North Carolina Toxics Air Pollution rules, but do not meet the New Federal Standards; and

WHEREAS, public concern regarding medical waste incineration has been expressed by The Town of Matthews, The Town of Stallings and members of the public; and

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

WHEREAS, the North Carolina Division of Air Quality (NCDAQ) has initiated the rulemaking process and although it would be more efficient for the State to adopt a statewide rule as required by USEPA and include an early compliance date, the state rule adoption timetable and proposed compliance date is unknown at this time; and

WHEREAS, Mecklenburg County, as a certified local program, may propose and adopt a Mecklenburg County specific regulation requiring compliance earlier than the federal deadline, but, because it would differ from existing state rules, the local rule would then need to be approved by the North Carolina Environmental Management Commission (NCEMC); and

WHEREAS, the Mecklenburg County Board of Commissioners recognizes the uncertainty and time consuming nature of the State rulemaking process and the Board wishes to secure early compliance; now, therefore, be it

RESOLVED, That the Mecklenburg County Board of Commissioners directs staff and the Mecklenburg County Air Quality Commission to review, prepare and present rules to the Board of County Commissioner for its consideration that would implement the October 6, 2009 federal guidelines (40 CFR 60 Subpart Ce Emission Guidelines and Compliance Times for Hospital/Medical/Infectious Waste Incinerators) with an effective compliance date of no later than October 6, 2012 (to include new operating conditions, completing modifications, beginning operation demonstrating compliance by stack test), and if adopted by the Board of County Commissioners, to seek NCEMC approval of such new rule; and be it

FURTHER RESOLVED, That if the State adopts a rule consistent with the Board's request to the NCEMC, action on adoption of a local rule shall be suspended.

ADOPTED the ____ day of April, 2010.

APPROVED AS TO FORM

County Attorney

Clerk to the Board

4 air pollutants being released from BMWNC that exceed the new EPA standards Under the Clean Air Act.

#1 Dioxins & Furans – 6 (600%) x higher than the new standards. Dioxins have been called the most dangerous chemical known to man. Contrary to popular usage, "dioxin" is *not one compound* of a single, defined toxicity, but a *family of compounds* consisting of 17 dioxins and furans, and 13 polychlorinated biphenyls (PCBs). Each have a wide range of toxicity. Dioxins form from the burning of plastics and paper containing polyvinyl chloride. Furans, are similar to dioxins, and cause cancer in animals, and are suspected to cause cancer in people. These chemicals form when temperatures are not consistent, when waste is not completely incinerated, and during by-pass events when air pollution control equipment fails.

Items common to medical waste that may contain dioxins and furans are blood bags and fluid (IV) bags. Smaller amounts of dioxins are present in bleached paper products including facial tissue, toilet tissue, paper towels, and disposable diapers. Instead of recycling them, the BMWNC medical waste incinerator needlessly burns plastic and paper products – the very things that when burned form dioxins and furans. Dioxins formed during incineration are released into the air and travel long distances via air currents, contaminating fields and crops. Cattle and other livestock eat soil contaminated with dioxin, the dioxin enters their tissues, and then people eat the contaminated meat and dairy products. Once dioxins enter the human body they are absorbed by fat tissue where they stay for years. In the environment, dioxins tend to accumulate in the food chain. Birds are highly susceptible to poisoning because of their eating habits close to the ground. Dioxin is absorbed by algae in surface waters and eaten by fish which then become poisoned by dioxins.

Dioxins cause cancer. Long-term, low-level exposure of humans to dioxins and furans can lead to the impairment of the immune system, impairment of the development of the nervous system and endocrine system, birth defects, altered liver functions, breast cancer, and reproductive functions. Dioxins have also been linked with lowered sperm counts, behavioral problems and increased incidence of diabetes. A systematic review of epidemiologic studies has found an association between dioxin exposure and heart disease. Short-term, high-level exposure may result in skin ulcers called chloracne. Exposure of animals to dioxins has resulted in several types of cancer.

Dioxins and furans toxic equivalency – 12.6 (1,260%) x higher than the new standard. There are several chemicals that fall under the categories of dioxins and furans with varying degrees of toxicity. Each of these chemicals are compared with the worst type of dioxin (2,3,7,8-TCDD), and the total toxicity of all of the chemicals is used to calculate the health risks to people from releases of dioxins and furans via a combustion source, such as the BMWNC medical waste incinerator.

#2 Mercury. 3.5 (350%) x higher than the new standard. Mercury is found in dental wastes which are burned by medical waste incinerators. A neighborhood being poisoned by mercury emissions from a medical waste incinerator (Stericycle) in Alamance County demanded that the incinerator stop taking dental waste. The state issued an order to that made it illegal for the incinerator to take medical waste and a sharp decrease in mercury emissions resulted. Mercury is suspected to cause cancer. At high levels it may damage the brain, kidneys, and developing fetus. Children are at special risk. It can affect the brain functioning, mental retardation, seizures, tremors, inability to speak, kidney damage, digestive problems, and may

result in irritability, shyness, tremors, changes in vision or hearing, and memory problems. Very young children are more sensitive to mercury than adults. Mercury in the mother's body passes to the fetus and it can also pass to a nursing infant through breast milk.

#3 Hydrogen Chloride. 11.5 (1,150%) x higher than the new standards. Hydrogen chloride is a colorless gas with a pungent odor. Heavier than air, it accumulates in low-lying areas. Hydrogen chloride is irritating and corrosive to any tissue it contacts. Brief exposure to low levels causes throat irritation; exposure to higher levels can result in rapid breathing, narrowing of the bronchioles, blue coloring of the skin, accumulation of fluid in the lungs, and even death. Some people may develop an inflammatory reaction to hydrogen chloride, called reactive airways dysfunction syndrome (RADS), a type of asthma caused by irritating or corrosive substances. It is not known if hydrogen chloride causes cancer or reproductive problems.

#4 Nitrogen Oxide. 1.1 (110%) x higher than the new standards. Low levels of nitrogen oxides in the air can irritate your eyes, nose, throat, and lungs, possibly causing coughs and shortness of breath, tiredness, and nausea. Breathing high levels of nitrogen oxides can cause rapid burning, spasms, and swelling of tissues in the throat and upper respiratory tract, a build-up of fluid in your lungs, and death. Exposure of pregnant animals to nitrogen oxides has resulted in toxic effects in developing fetuses. Nitrogen oxides have also caused changes in the genetic material of animal cells. We do not know if exposure to nitrogen oxides causes reproductive or developmental effects in humans.

Other toxic air pollutants released from BMWNC subject to new EPA standards:

Lead. Lead is one out of four metals that have the most damaging effects on human health. Lead is highly toxic and can enter the human body through uptake of contaminated food, water and air. Health effects include anemia, elevated blood pressure, kidney damage, miscarriages and subtle abortions, disruption of nervous systems, brain damage, and declined fertility of men through sperm damage. Lead is particularly harmful to children, and exposure can result in diminished learning abilities, and behavioral disruptions, such as aggression, impulsive behavior and hyperactivity.

Cadmium. Cadmium is an extremely toxic metal and causes cancer. Acute exposure may result in flu-like symptoms of weakness, fever, headache, chills, sweating and muscular pain. Chronic or long-term exposure is lung and/or prostate cancer, and kidney damage. Cadmium also is believed to cause pulmonary emphysema and bone disease. Cadmium may also cause anemia, teeth discoloration and loss of smell.

Sulfur dioxide. High concentrations of sulfur dioxide can result in breathing problems with asthmatic children and adults who are active outdoors. Short-term exposure has been linked to wheezing, chest tightness and shortness of breath. Other effects associated with longer-term exposure include respiratory illness, alterations in the lungs' defenses and aggravation of existing cardiovascular disease.

Carbon monoxide. Carbon monoxide is an odorless, colorless, toxic gas and results from incomplete combustion. It is impossible to see, taste or smell the toxic fumes. At lower levels of exposure, carbon monoxide causes mild effects that are often mistaken for the flu. These symptoms include headaches, dizziness, disorientation, nausea and fatigue. The effects of carbon dioxide exposure can vary greatly from person to person depending on age, overall health and the concentration and length of exposure.

Particulate matter. Particle pollution - especially fine particles - contains microscopic solids or liquid droplets so small that they can get deep into the lungs and cause serious health problems. Numerous scientific studies have linked particle pollution exposure to a variety of problems, including increased respiratory symptoms, such as irritation of the airways, coughing, or difficulty breathing, decreased lung function, aggravated asthma, development of chronic bronchitis, irregular heartbeat, nonfatal heart attacks and premature death in people with heart or lung disease. People with heart or lung diseases, children and older adults are the most likely to be affected by particle pollution exposure. However, even if you are healthy, temporary symptoms may result from exposure to elevated levels of particle pollution.

For more information contact: Sue Dayton, NC Healthy Communities, Blue Ridge Environmental Defense League: (336) 525-2003 or sdayton@brwcp.com

Source: MCAQ / BMWNC Title V permit application 2/16/09
Stack test measurements conducted on Jan. 13/14, 2009

AIR POLLUTANT	PERFORMANCE TEST RESULTS	MCAPO 2.1206 PERMIT LIMIT	REVISED EPA EMISISON LIMITS AMENDED ON OCT. 6, 2009
PM (filterable)	21.37 mg/dscm	34 mg/dscm	25 mg/dscm
Hydrogen chloride	75.92 ppmv	100 ppmv	6.6 ppmv
Carbon monoxide	10.46 ppm	40 ppm	11 ppm
Opacity observation	0% noted	10% Opacity	6% Opacity
Cadmium	1.09e-03 mg/dscm	0.16 mg/dscm	0.0092 mg/dscm
Lead	5.92e-03 mg/dscm	1.2 mg/dscm	0.036 mg/dscm
Mercury	0.062 mg/dscm	0.55 mg/dscm	0.018 mg/dscm
Nitrogen oxide	158.61 ppmv	250 ppmv	140 ppmv
Sulfur dioxide	2.81 ppmv	55 ppmv	9.0 ppmv
Total dioxins/furans	56.4 ng/dscm	125 ng/dscm	9.3 ng/dscm
Total dioxins/furans (toxic equivalency)	0.68 ng/dscm	2.3 ng/dscm	0.054 ng/dscm

Hydrogen chloride levels = **11.5 times higher** than the new EPA standard

Mercury levels = **3.4 times higher** than the new EPA standard

Nitrogen oxide levels = **1.1 times higher** than the new EPA standard

Total dioxins/furans = **6 times higher** than the new EPA standard

Total dioxins/furans toxic equivalency = **12.6 times higher** than the new EPA standard

SUBDIVISIONS CLOSE TO THE MATTHEWS MEDICAL WASTE INCINERATOR
Located near the Central Piedmont Community College Levine Campus, Matthews, NC
[Approximations are in Air Miles]

Air Pollution is caused by **Healthcare Waste Solutions of Cincinnati, OH's BMWNC Matthews, NC** plant incinerating medical & dental waste, including large quantities of plastics containing polyvinyl chloride, resulting in airborne particulate matter including dioxins, furans, cadmium, mercury, lead, benzene and hydrogen chloride.

These are the distances from the BMWNC Matthews incinerator to selected surrounding points. This shows how close each is to the incinerator. The recognized adversely affected area is approximately a 6 miles area or within the "wind rose" of the BMWNC smokestack.

Air miles from 3250 Campus Ridge Road BMWNC medical waste incinerator to:

CPCC Levine Matthews Campus - 600 yards
Matthews proposed sports complex site - 1,000 yards

To Town Halls of:

Stallings 1, Matthews 1.5, Indian Trail 2.25, Hemby Bridge (Fire Station) & Lake Park 3.75 and Mint Hill & Weddington are over 6 miles.

Nearby Points

Presbyterian Hospital Matthews & Squirrel Lake Park 1.5
Butler High School 1.75
Arthur Goodman Park 2
Covenant Day School & Siskey YMCA 2.5
Arboretum Shopping Center 5.5

Neighborhood Subdivisions Midpoints = to or less than [$<$] 1, 2, 3, 4, 5 or 6 miles to Incinerator
[Not listed? Check below for a neighborhood close to you.]

Matthews

Bexley, Brightmoor, Eastwood Forest, Matthews Plantation, Poplar Forest, Rainbow Ridge & Wickerby <1

Alexander Ridge, Ashley Creek, Bellasara, Brighton, Castle Cliff, Chesney Glen, Country Place, Crestdale Crossing, Fairforest, Forestridge, Fullwood Trace, Greylock, Oakcroft, Oakhaven, Paces Commons, Pleasant Ridge, Pine Forest, Polo Club, Matthews Estates, Park Place, St. Andrews, The Heathers & Thornblade <2

Anney, Avington, Brandywine, Courtney II, Courtney Lane, Creekside, Deveraux, Elizabeth Lane, Elizabeth Place, Elizabeth Woods, Forestbrook, Greenbriar, Glendevon, Hampton Green, Kimway, Lakenheath, Mallory Manor, Millstone Ridge, Plantation Estates, Saddlebrook, Sardis Grove, Sardis Plantation, Silver Oaks, Southwood, South Windsor, Springwater, Streamside, Windrow, Windsor Landing & Winterbrooke <3

Anney II, Benton Woods, Coachman Ridge, Gray Gate, Providence Manor, Reverdy Woods, Riverdale Estates, Sardis Forest, Sardis Mill, Somersby, Stratfordshire, Wyndmere & Yorktown <4

Habersham, Lakeview Circle, Sardis Forest, Suburban Woods, Windsor Chase & Wynchase <5

ATTN Neighbors: Stop the Incinerator!

SUBDIVISIONS CLOSE TO THE MATTHEWS MEDICAL WASTE INCINERATOR

Located near the Central Piedmont Community College Levine Campus, Matthews, NC

[Approximations are in Air Miles]

Charlotte

Providence Hills <2

Matthews Grove, Matthews Ridge, Weddington Ridge & Willowmere <3

Camelot Estates, Fawn Creek, Providence Glen, Providence Manor, Providence Plantation &

Rosemont & Roxbury < 4

Sardis Oaks, Sardis Forest & South Hall < 5

Mint Hill

Beckingham, Belle Grove Manor, Davis Trace, Fox Landing, Grier Place, Jonathan Landing,
Lakehaven, Idlefield, Mint Lake Village, St. Kidron, Stillwell Place & Windsor Hall <4

Brandonwood, Casabella, Farington Oaks, Hidden Forest, Hidden Hills, Mayhew Country
Estates, Mintwood Place, Mintwood Estates, Oxford Glen, Pine Lake Acres, Pine Lake Estates,
Portofino, Pine Lake Country Club, Reigate, Telfair & Wonderland < 5

Stallings

Brookfield & Community Park, Eastwood Forest, Stallings Park & Kerry Greens <1

Arlington Downs, Blackberry Ridge, Callenwood, Chestnut Oaks, Eagle Crest, Forest Park,
Lakewood Knolls, Morningside, Stonewood, & Madison Ridge <2

Independence Village & Woodbridge, Fairhaven & Millstone, Fairforest <3

Fairfield Plantation & Shanamara <4

Indian Trail

Bryson Village, Callenwood, Callenwood South, Cherokee Woods, Enchanted Forest, Old
Hickory, Popular Glen & Providence Hills <2

Ashland, Indian Brook Forest, Carmona Woods, Chandler Forest, Crowell Park, Fincher Farms,
Green Meadows, Red Barn Trail, Rain Forest, Rosemary Park, Rushing Park, Village at Indian
Trail & Worwood Acres <3

Alexis Pointe, Beacon Hills, Brittnay Downs, Brookstone, Brookhaven, Brandon Oaks, Colton
Ridge, Cranston Crossing, Indian Trail Park, Midway Park, Moores Park, Ridgefield, Stoney
Creek & Traewyck <4

Hemby Bridge

Gold Hills & Acorn Woods <4

Weddington

Greylyn, Cambridge Oaks & Country Haven <4

Providence Woods <5

--Sources --

*Google & Microsoft Bing Aerial Map & distance guides; Mecklenburg/Union AAA Map 1.375" =
1 mile; Monroe/Union AAA Map 1.625" = 1 mile & Town Subdivision Maps*

ATTN Neighbors: Stop the Incinerator!

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Dioxin Update: Children are the Most Vulnerable

Perhaps the most important, and most disturbing, new evidence about dioxin's toxicity is the neurodevelopmental and reproductive effects observed in children. Much of this evidence comes from a large multi-study evaluation of children from the general population of the Netherlands (1,2). In these studies, children exposed to higher levels of dioxins and PCBs suffered more neurological, developmental, reproductive, and immune effects than children exposed to lower levels. Some of the effects include a four point IQ deficit (3), an increased prevalence of hyperactive behavior (4), and an increased prevalence of withdrawn and depressed behavior (5).

This study, called the "Dutch PCB/Dioxin Study," began in 1989 in response to the discovery of very high levels of dioxins and PCBs in Dutch breast milk (1). The aim of the study was to evaluate adverse effects of exposure to PCBs and dioxins on the growth and development of children (1). Mothers and their infants from two cities (Rotterdam and Groningen) were included in the study. Several studies included children from both cities, others just from one. Participating mothers had only been exposed to "background" levels of dioxins and PCBs. These background levels resulted from the mother's daily intake of dioxin in food. The study group consisted of 418 healthy mother-infant pairs, split equally between the two communities. Half the children were breast-fed and half were formula fed. The children were examined just after birth and at different intervals, most recently at 42 months of age. The health of these children continues to be followed today.

Dioxin and PCB exposure was measured in three ways: prenatal, postnatal, and current exposures. Prenatal exposure is a measure of what a child is exposed to before birth, while in the mother's womb. Effects associated with prenatal exposure occurred in the children who were formula-fed. Prenatal exposure to PCBs was measured in maternal blood collected during the last month of pregnancy and in umbilical cord blood immediately after birth (6). Maternal and cord blood was analyzed for four different forms of PCBs. Prenatal exposure to dioxin was measured by analyzing milk samples collected during the second week of breast-feeding. These breast-milk samples were analyzed for 17 dioxins and furans, and 24 different PCBs (6). PCBs and dioxins measured in breast milk shortly after birth are considered an "index of maternal PCB and dioxin body burden" (1). Body

burden is the accumulated level of dioxin in the mothers's body. These same breast milk samples were also used to estimate postnatal exposure, or exposure that results from breast-feeding. This exposure was estimated by multiplying the levels of dioxins and PCBs measured in breast milk by the number of weeks of breast-feeding. Current PCB exposure was measured in blood collected from the children at 42 months. Current exposure measures the level of PCBs in the children's bodies.

The researchers in each of the studies used a statistical method called "multiple regression analysis," which evaluates the relationship between dioxin and PCBs levels and adverse health effects. They used this approach because of the unusual exposure situation. In studies of health effects, there is usually an "exposed" group which is compared to an "unexposed" group. In this situation, the mothers were all exposed to the same general "background" level which may vary, but only slightly. And, there are no controls who have had no exposure, because everyone is exposed to some dioxin in their food. So the researchers looked to see if a correlation, or relationship, existed between the levels of dioxins and PCBs and a number of developmental, reproductive, and immunological effects. In these studies, this means that as the "background" levels of dioxins and PCBs increased, the measured effect was greater.

In looking for these correlations, the Dutch researchers found that most of the effects were in children who were exposed before birth to dioxins and PCBs. A few correlations were found in the children who were breast-fed. The prenatal effects included reduced birth weight and reduced growth from birth through three months of age (7); delays in psychomotor development at three months (8); neurodevelopmental delays at two weeks (9) and at 18 months (10); alterations in thyroid hormones at birth and at three months (11); and alterations in immune status from birth to 42 months (12, 13).

In the most recent evaluation of the children with prenatal effects (at 42 months), the adverse neurological effects found at birth and at 18 months could not be detected (14). However, now that the children were older, a decrease in cognitive function, as measured by a four point deficit in IQ, was measured between the children with the highest "background" levels of maternal PCBs and the lowest "background" levels (3). Other neurodevelopmental and behavioral effects found at 42 months in the children exposed prenatally included a decrease in high play activity, an increase in non-play activity, an increase in the errors of omission in the beginning of a task (4), and an increased prevalence of being withdrawn and depressed (5).

A few effects were found in the breast-fed children including delays in psychomotor development at seven months (8); alterations in thyroid hormones at three months (11); alterations in immune status as indicated by an increased prevalence of recurrent middle ear infections and decreased prevalence of allergic reactions to food, pollen, dust and pets at 42 months (12); and an increase in mean reaction times, a decrease in sustained attention, and an increase in hyperactive behavior at 42 months (4).

Adverse effects on neurological development were also reported in a study

of children in the general Japanese population (15, 16). In this study, exposure to "background" levels of dioxin and dioxin-like compounds in breast milk was associated with adverse immune effects (15) and altered thyroid function, including low levels of thyroid hormones essential for normal brain development (16). Clinical studies have shown that children born with hypothyroidism (decreased levels of thyroid hormones) are at risk of mental retardation (17, 18, 19, 20). Though there is considerable uncertainty about the impact of slight decreases in thyroid hormone levels during fetal and infant development, subtle neurological effects may occur. In pre-term and low birth weight babies, low thyroid hormone in the first weeks of life is associated with higher than normal risk of neurological disorders, including the need for special education by age nine (21).

Effects on Developing Teeth

(Body text) Additional evidence of dioxin's effects on development comes from a study of Finnish children who, like the Dutch and Japanese children, did not have high levels of exposure to dioxin. In this study, Finnish children exposed to "background" levels of dioxin, as measured in breast milk, showed effects on tooth development (22, 23, 24). Exposure to dioxin was estimated by multiplying the level of dioxin in breast milk by the length of breast feeding. Breast-fed children in the study suffered from hypomineralization defects of permanent teeth that included soft, discolored molars. The authors found that as the concentration of dioxin in breast milk went up, the more frequent and more severe the tooth defects. This finding is consistent with the timing of tooth mineralization which occurs during the first two years of life.

Teeth defects were also observed in the victims of rice oil poisonings in Yusho, Japan and Yu-Cheng, Taiwan. In both cities, rice oil used for cooking was contaminated with PCBs and furans, and was widely distributed and consumed before the contamination was discovered. Exposed babies in both incidents had yellowish-brown tooth discolorations, teeth at birth, altered eruption of permanent teeth, and abnormally shaped tooth roots (25, 26). The mothers of almost all of the affected babies had chloracne (a skin disorder associated with high level dioxin exposure), suggesting that the dose they were exposed to was quite high. In addition, several children born near the dioxin-contaminated hazardous waste site at Love Canal, New York had teeth abnormalities such as double sets of teeth and teeth at birth (27).

In the Yusho and Yu-Cheng incidents, exposed children also had developmental delays, speech problems, behavioral difficulties, and impaired intellectual development (25, 28, 29). The Yusho children had low birth weights and retarded growth (29). The Yu-Cheng children also developed hearing loss and middle ear disease (30) and significantly reduced penis size (31).

In summary, there is growing body of evidence that dioxin exposure in the general population causes developmental and reproductive effects in children. The effects on the development of the nervous system are more associated with exposure in the womb, while dental effects are more strongly associated with dioxin exposure from breast milk, a finding

consistent with the timing of tooth mineralization in people. These effects, including the small shifts in cognitive ability and alterations in thyroid levels, may be just the tip of the iceberg of our understanding of the impact of dioxin on the general population

In the Dutch, Japanese, and Finnish studies, the children or their mothers were not exposed to "high" levels of dioxin, such as those which might occur in the workplace or due to an accidental release. In each study, the children and their mothers were exposed to "background" levels of dioxin, meaning that their exposure resulted primarily from the daily intake of dioxin in common foods. This is important because it indicates that the daily intake of dioxin in food by the general population may be having a significant impact on our children's health.

All of the researchers in these studies refer to the dioxin exposures involved as "background" levels. This can be misleading because to many people, "background" implies an existing level of contamination about which nothing can be done. This is clearly not the case with dioxin. The "background" level of dioxin in our environment is not natural, it is the result of years of dioxin production by industry. We know the sources of dioxin that contaminate our food and we know how we can stop dioxin production. Americans have a choice. We can protect public health by eliminating dioxin creation, or we can continue to allow dioxin to be created just to avoid burdening industry with the short term costs of elimination.

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Center for Health, Environment and Justice • P.O. Box 6806
 Falls Church, VA 22040-6806 • 703-237-2249 • [chej\(at\)chej.org](mailto:chej(at)chej.org)
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PROFESSIONAL SERVICES CONTRACT

AGENDA ITEM # 146
MEETING DATE 8/2/10

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
	1 st Q.	2 nd Q.	3 rd Q.	4 th Q.	YTD
Objectives inside Union Jail					
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

AGENDA ITEM

#

15

MEETING DATE

8/2/10

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 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 Board authorization requested: 7/19/10 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: [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 calendar month, the monthly installment 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 Ejectment 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.

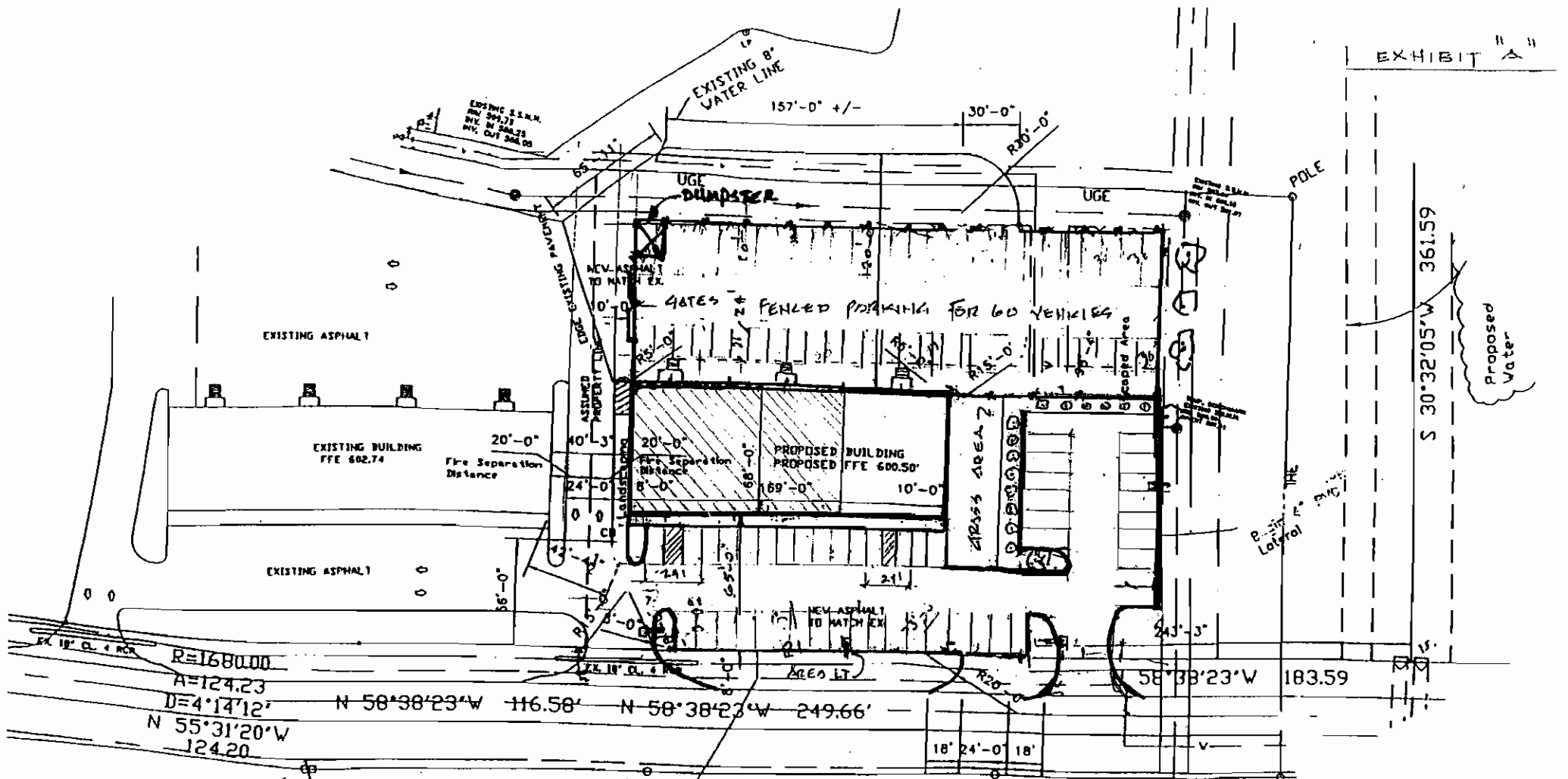
_____ By: _____
L. Carlton Tyson, Vice-President

As to Lessee:

WITNESS: LESSEE: UNION COUNTY

_____ By: _____

EXHIBIT "A"



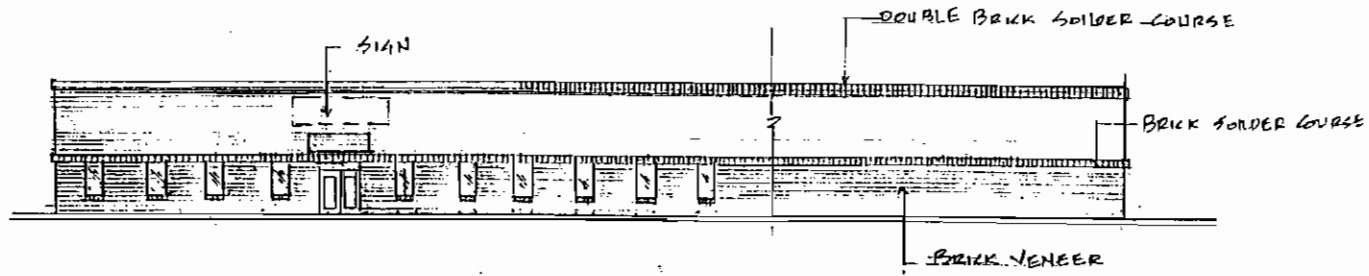
DRIVE

ements 1
 PG. 052
 RMERLY)
 business

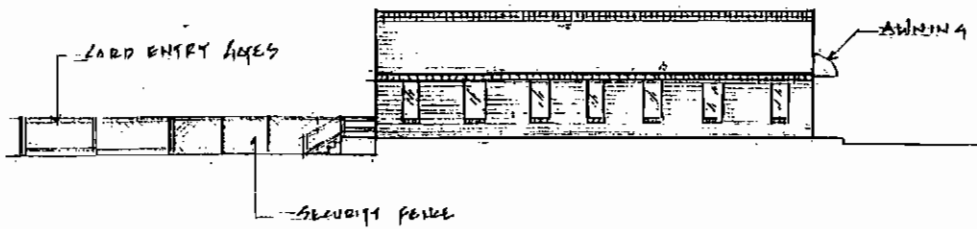
NEW 2" Water Top &
 Service w/ 2" G.V. &
 6-3/4" Water
 Meters of R/W

1034
 Enterprises LLC
 465, PG. 028
 RMERLY)
 business

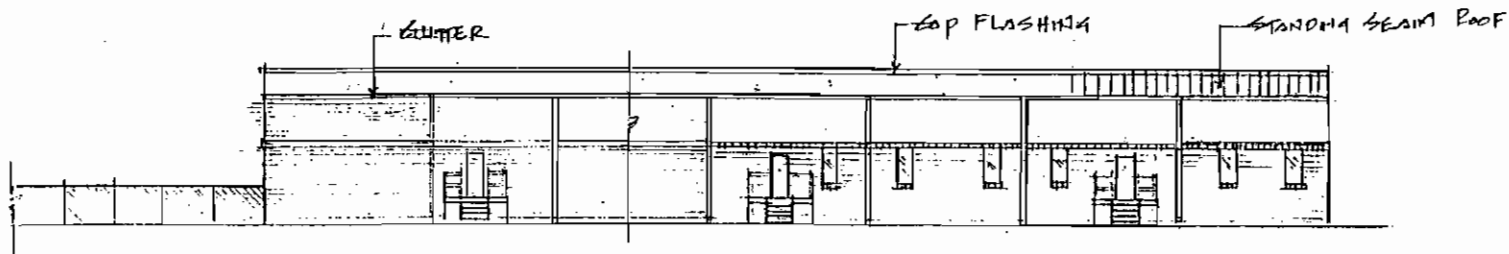
EXISTING 60' R/W



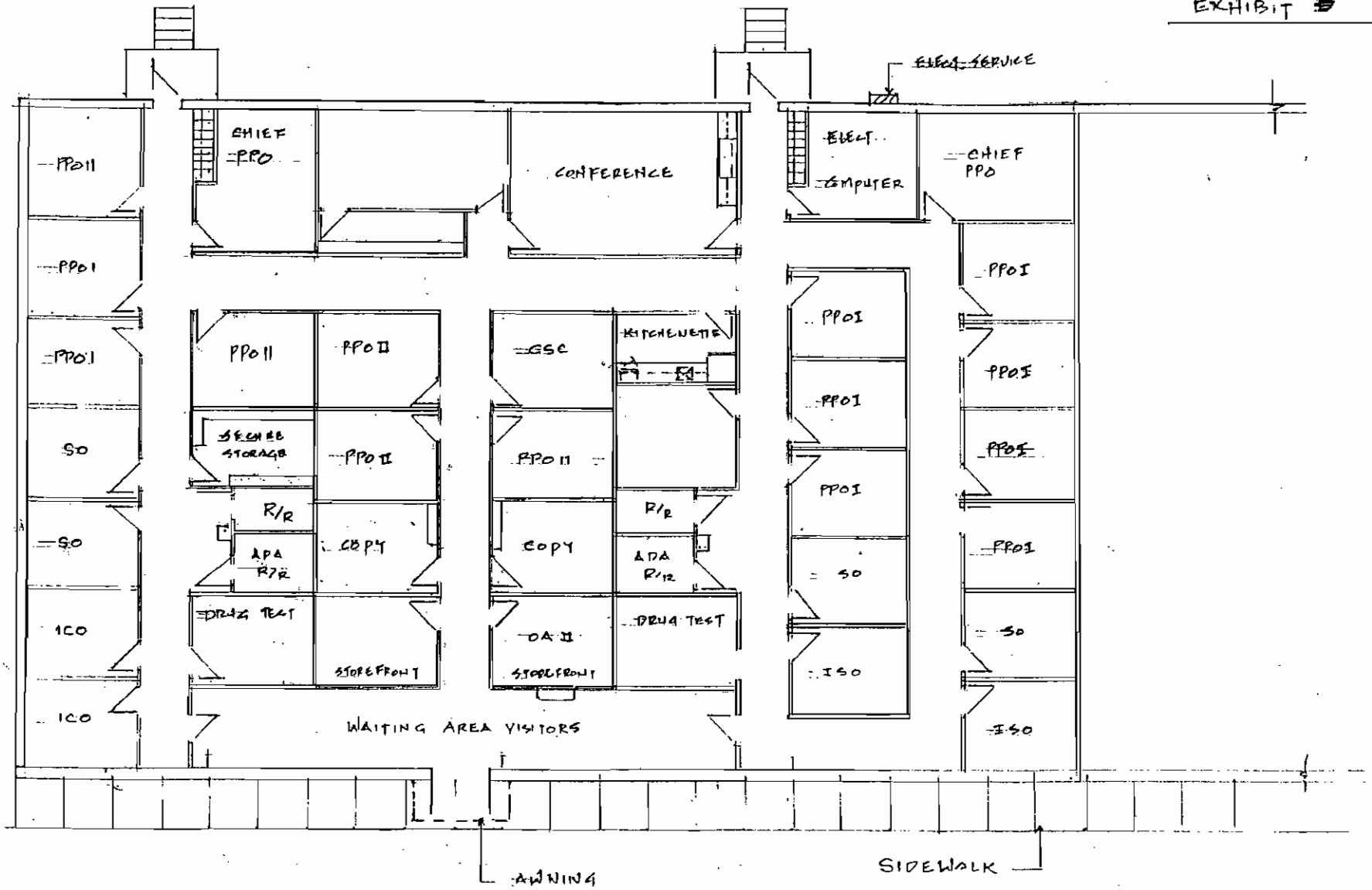
FRONT ELEVATION



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

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 2, 2010

Action Agenda Item No. 116
(Central Admin. use only)

SUBJECT: Annual Tax Settlement and Report of Insolvency

DEPARTMENT: Tax

PUBLIC HEARING: No

ATTACHMENT(S):

Settlement Report of Real and
Personal Property Taxes for FY2010

Settlement Report of Delinquent Real
and Personal Property Taxes for Tax
Years 1999 - 2008

Settlement Report of Registered
Motor Vehicle Taxes for FY2010 and
Tax Years 2006 - 2008

INFORMATION CONTACT:

John Petoskey
Vann Harrell

TELEPHONE NUMBERS:

704-283-3748
704-283-3591

DEPARTMENT'S RECOMMENDED ACTION: Approve 1) the report of insolvents containing the list of taxpayers whose personal property taxes remain uncollected, 2) designating the list as the insolvent list to be credited to the tax collector in his settlement, and 3) the annual settlement of taxes

BACKGROUND: North Carolina General Statutes require tax collectors to make several reports to the governing body after the close of the fiscal year. The first report is a list of real-property taxpayers whose taxes are unpaid and for which the unpaid taxes are secured by a lien against the real property. This list is the advertising list often seen in the newspaper modified by the deletion of property owners who have paid their taxes between the advertising date and the date of the settlement report.

The second report provides for those taxes that are not secured by liens against real property - that is, taxes assessed against personal property owned by persons who owned no real property at the time the personal property was listed for taxation. This report is referred to as the 'insolvents list'.

These two reports, identified above, contain detailed records of persons owing taxes and are on file in the County Clerk's Office.

The third report is the annual settlement. NCGS requires the tax collector to make such a report after July 1 but before the collector is charged with the collection of taxes for the current year.

The form of the settlement reflects various charges (initial billing, discoveries, late listings, interest, etc.) and credits (sums deposited, releases, etc.). The charges and credits are required to balance. The County Finance Department independently confirms the accuracy of the report. For fiscal year ending June 30, 2010, the collection rate on real and personal property (excluding registered motor vehicles) was 97.42%. The collection rate on registered motor vehicles was 90.83%. The comparable numbers for FY2009 were 97.22% and 90.43%, respectively.

FINANCIAL IMPACT: NA

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



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

704-283-3848
704-283-3897 Fax

PRELIMINARY REPORT FOR FISCAL YEAR 2009-2010

TO: Union County Board of Commissioners

FROM: John C. Petoskey, Tax Administrator
Vann Harrell, Assistant Collector of Revenue

CC: Al Greene, County Manager
David Cannon, Finance Director

RE: Annual Settlement

DATE: July 16, 2010

In accordance with N.C.G.S 105-373(a)(1), I respectfully submit the following Report:

Attached to this Report are discs containing (1) a list of the persons owning real property whose taxes for 2009 remain unpaid along with the principal amount owed by each person, (2) a list of the persons not owning real property whose personal property taxes for 2009 remain unpaid along with the principal amount owed by each taxpayer, (3) a list of unpaid 2009 registered motor vehicle taxes, (4) a list of persons with unpaid delinquent real and personal property taxes, and (5) a list of persons with unpaid delinquent registered motor vehicle taxes. These records are available in the Clerk's office.

We respectfully request that this list of personal property owners be declared insolvent under the guidelines of N.C.G.S 105-373(a)(2) and allowed as a credit to the Collector in this settlement. However, these accounts will remain in the hands of the Collector for further collection activities pursuant to the North Carolina General Statutes.

In compliance with N.C.G.S. 105-373(a)(3), attached hereto is a report entitled "Settlement for Current Real Estate and Personal Property Taxes for Fiscal Year 2009-2010" dated July 16, 2010 setting forth my full settlement for all real and personal property taxes in my hands for collection for the fiscal year 2009-2010.

In compliance with N.C.G.S. 105-373(a)(4)(b), attached hereto is a report entitled "Fiscal Year 2009-2010 Settlement for Delinquent Real and Personal Property Taxes for Tax Years 1999-2008" dated July 16, 2010 setting forth my full settlement for all delinquent real and personal property taxes collected during the fiscal year 2009-2010.

In compliance with N.C.G.S 105-373(a)(3), attached hereto is a report entitled "Settlement for Current Motor Vehicle Taxes for Fiscal Year 2009-2010" dated July 16, 2010 setting forth my full settlement for all registered motor vehicle taxes in my hands for collection for the fiscal year 2009-2010.

In compliance with N.C.G.S. 105-373(a)(4)(b), attached hereto is a report entitled "Fiscal Year 2009-2010 Settlement for Delinquent Registered Motor Vehicle Taxes for Tax Years 2006-2008" dated July 16, 2010 setting forth my full settlement for all delinquent registered motor vehicle taxes collected during the fiscal year 2009-2010.

Further, I hereby certify that I have made diligent efforts to collect the taxes due from the persons listed in such a manner that is reasonably necessary as prescribed and allowed by law.

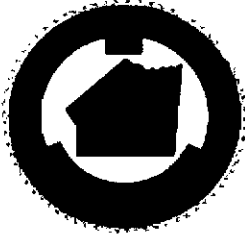
Respectfully Submitted,

John C. Petoskey, Tax Administrator

SWORN TO AND SUBSCRIBED BEFORE ME, this _____ day of July, 2010.

My Commission expires:

Notary Public



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

704-283-3848
704-283-3897 Fax

**SETTLEMENT FOR CURRENT REAL AND PERSONAL PROPERTY TAXES
FOR FISCAL YEAR 2009-2010**

TO: Union County Board of Commissioners
FROM: John C. Petoskey, Tax Administrator
Vann Harrell, Assistant Collector of Revenue
CC: Al Greene, County Manager
David Cannon, Finance Director
DATE: July 16, 2010

CHARGES TO TAX COLLECTOR

1.	Total amount of all taxes, fire fees, & late list penalties Placed in the Tax Collector's hands for collection for The year:	\$147,867,070.48
3.	General Ledger Correction	\$ (43.73)
2.	All interest, costs, and fees collected by the Tax Collector	\$ 368,611.75
TOTAL:		<u>\$148,235,638.50</u>

CREDITS TO TAX COLLECTOR

1.	All sums deposited by the Tax Collector to the credit Of the taxing unit or receipted for by the proper official:	\$143,790,770.89
2.	Releases allowed by the governing body:	\$ 643,336.99
3.	The principal amount of taxes constituting liens Against real property:	\$ 3,145,122.81
4.	The principal amount of taxes determined to be Insolvent and to be allowed as credits to the Tax Collector by the governing body:	\$ 647,815.72
5.	Small under/over payments write-off (<\$1.00):	\$ 32.70
6.	\$5.00 minimum bill write-offs:	\$ 8,559.39
TOTAL:		<u>\$148,235,638.50</u>



UNION COUNTY
Office of the Tax Administrator
Collections Division
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Monroe, NC 28111-0038

704-283-3848
704-283-3897 Fax

FISCAL YEAR 2009-2010
SETTLEMENT FOR DELINQUENT REAL AND PERSONAL PROPERTY
TAXES FOR YEARS 1999 - 2008

TO: Union County Board of Commissioners
FROM: John C. Petoskey, Tax Administrator
Vann Harrell, Assistant Collector of Revenue
CC: Al Greene, County Manager
David Cannon, Finance Director
DATE: July 16, 2010

CHARGES TO TAX COLLECTOR

1.	Total amount of delinquent taxes placed in the Tax Collector's hands for collection for this year:	\$ 6,243,421.17
2.	All interest, costs, and fees collected by the Tax Collector	\$ 352,497.38
TOTAL:		<u>\$ 6,595,918.55</u>

CREDITS TO TAX COLLECTOR

1.	All sums deposited by the Tax Collector to the credit Of the taxing unit or received for by the proper official:	\$ 3,226,749.12
2.	Releases allowed by the governing body:	\$ 102,265.40
3.	Write-offs allowed by governing body:	\$ 162.42
4.	The principal amount of taxes constituting liens Against real and personal property:	\$ 3,266,741.61
TOTAL:		<u>\$ 6,595,918.55</u>



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 Monroe, NC 28111-0038

704-283-3848
 704-283-3897 Fax

**FY 09-10 Breakdown of Settlement for Delinquent Real and Personal Property
 Taxes for Tax Years 1999-2008**

Charges to the Collector					
	Beginning Balance	Levy Added	Supplementals		Total Balance
2008	\$ 3,991,037.51	\$ 48,876.94	\$ -		\$ 4,039,914.45
2007	\$ 883,837.50	\$ 30,127.71	\$ -		\$ 913,965.21
2006	\$ 470,976.62	\$ 24,036.37	\$ -		\$ 495,012.99
2005	\$ 263,955.64	\$ 350.16	\$ -		\$ 264,305.80
2004	\$ 173,947.78	\$ -	\$ -		\$ 173,947.78
2003	\$ 121,539.96	\$ -	\$ -		\$ 121,539.96
2002	\$ 87,507.30	\$ -	\$ -		\$ 87,507.30
2001	\$ 64,329.74	\$ -	\$ -		\$ 64,329.74
2000	\$ 43,911.23	\$ -	\$ -		\$ 43,911.23
1999	\$ 38,986.71	\$ -	\$ -		\$ 38,986.71
Totals	\$ 6,140,029.99	\$103,391.18	\$ -		\$ 6,243,421.17

Credits to the Collector						
	Sums Deposited	Releases	Writeoffs/GL Correction		Balance of credits to Collector	Principal amount outstanding
2008	\$ 2,390,127.63	\$ 64,164.46	\$ 4.60		\$ 2,454,296.69	\$1,585,617.76
2007	\$ 324,622.62	\$ 7,473.98	\$ 0.04		\$ 342,096.64	\$ 571,868.57
2006	\$ 94,450.18	\$ 1,614.80	\$ 0.01		\$ 106,064.99	\$ 388,948.00
2005	\$ 32,183.76	\$ 5,707.72	\$ 157.77		\$ 38,049.25	\$ 226,256.55
2004	\$ 16,213.93	\$ 3,057.41	\$ -		\$ 19,271.34	\$ 154,676.44
2003	\$ 7,435.04	\$ 144.88	\$ -		\$ 7,579.92	\$ 113,960.04
2002	\$ 4,002.22	\$ 54.64	\$ -		\$ 4,056.86	\$ 83,450.44
2001	\$ 3,080.15	\$ 47.51	\$ -		\$ 3,127.66	\$ 61,202.08
2000	\$ 1,191.19	\$ -	\$ -		\$ 1,191.19	\$ 42,720.04
1999	\$ 945.02	\$ -	\$ -		\$ 945.02	\$ 38,041.69
Totals	\$ 2,874,251.74	\$102,265.40	\$ 162.42		\$ 2,976,679.56	\$3,266,741.61

* The dollar amounts shown are not reflective of interest amount shown collected on previous page



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Monroe, NC 28111-0038

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704-283-3897 Fax

**SETTLEMENT FOR CURRENT REGISTERED MOTOR VEHICLE TAXES
FOR FISCAL YEAR 2009-2010**

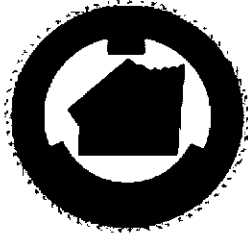
TO: Union County Board of Commissioners
FROM: John C. Petoskey, Tax Administrator
Vann Harrell, Assistant Collector of Revenue
CC: Al Greene, County Manager
David Cannon, Finance Director
DATE: July 16, 2010

CHARGES TO TAX COLLECTOR

1.	Total amount of all taxes placed in the Tax Collector's hands for collection for the year:	\$10,795,191.25
2.	All interest, costs, and fees collected by the Tax Collector	\$ 169,499.35
TOTAL:		<u>\$10,964,690.60</u>

CREDITS TO TAX COLLECTOR

1.	All sums deposited by the Tax Collector to the credit Of the taxing unit or receipted for by the proper official:	\$ 9,872,408.78
2.	Release and refunds allowed by governing body:	\$ 151,967.94
3.	Reimbursements approved by the governing body:	\$ (38,474.74)
4.	\$1.00 over and under adjustments:	\$ (221.58)
5.	The principal amount of registered motor vehicle Taxes outstanding:	\$ 979,010.20
TOTAL:		<u>\$10,964,690.60</u>



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704-283-3897 Fax

FISCAL YEAR 2009-2010
SETTLEMENT FOR DELINQUENT MOTOR VEHICLE TAXES
FOR YEARS 2006-2008

TO: Union County Board of Commissioners
FROM: John C. Petoskey, Tax Administrator
Vann Harrell, Assistant Collector of Revenue
CC: Al Greene, County Manager
David Cannon, Finance Director
DATE: July 16, 2010

CHARGES TO TAX COLLECTOR

1.	Total amount of delinquent taxes placed in the Tax Collector's hands for collection for this year:	\$ 1,391,478.11
2.	All interest, costs, and fees collected by the Tax Collector	\$ 161,029.14
TOTAL:		<u>\$ 1,552,507.25</u>

CREDITS TO TAX COLLECTOR

1.	All sums deposited by the Tax Collector to the credit Of the taxing unit or received for by the proper official:	\$ 1,139,820.35
2.	Releases allowed by the governing body:	\$ 40,814.15
3.	Write-offs allowed by governing body:	\$ 0.00
4.	Reimbursements approved by governing body:	\$ (27,199.14)
5.	\$1.00 over and under adjustments:	\$ (51.22)
6.	The principal amount of delinquent motor vehicle taxes outstanding	\$ 399,123.11
TOTAL:		<u>\$ 1,552,507.25</u>



UNION COUNTY
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704-283-3848
 704-283-3897 Fax

**FY 09-10 Breakdown of Settlement for Delinquent Motor Vehicle Taxes
 for Tax Years 2006-2008**

Charges to the Collector				
	Beginning Balance	Levy Added	Supplementals	Total Balance
2008	\$ 1,123,884.19	\$ -	\$ -	\$ 1,123,884.19
2007	\$ 172,633.56	\$ -	\$ -	\$ 172,633.56
2006	\$ 94,960.36	\$ -	\$ -	\$ 94,960.36
Totals	\$ 1,391,478.11	\$ -	\$ -	\$ 1,391,478.11

Credits to the Collector					
	Sums Deposited	Total Net Releases, Refunds, Adjustments, and Reimbursements	Writeoffs	Balance of credits to Collector	Principal amount outstanding
2008	\$ 928,046.89	\$ 11,930.18	\$ -	\$ 939,977.07	\$ 183,907.12
2007	\$ 43,284.96	\$ 1,257.08	\$ -	\$ 44,542.04	\$ 128,091.52
2006	\$ 7,459.36	\$ 376.53	\$ -	\$ 7,835.89	\$ 87,124.47
Totals	\$ 978,791.21	\$ 13,563.79	\$ -	\$ 992,355.00	\$ 399,123.11

* The dollar amounts shown are not reflective of interest amount shown collected on previous page

Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 103rd Annual Conference of the North Carolina Association of County Commissioners to be held in Pitt County, N.C., on August 26-29, 2010.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form by: **Friday, August 6, 2010:**

NCACC
215 N. Dawson St.
Raleigh, NC 27603
Fax: 919-733-1065

AGENDA ITEM

7/1
MEETING DATE 8/2/10



AGENDA ITEM

4/1
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 and 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

AGENDA ITEM
7/2a
MEETING DATE 8/2/10

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: _____

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

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

Approval by Manager per authorization of Board

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

Approval by Manager subject to authorization by Board Date: _____

Date Board authorization requested: _____

Clerk to confirm authorization given

RISK MANAGEMENT

Use Standard Template

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

OR See Working Copy OR No Insurance Required

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

AGENDA ITEM
7/2b
MEETING DATE 8/2/10

ACTION AGENDA ITEM ABSTRACT
Meeting Date: 7/19/10

Action Agenda Item No. 4/2b
(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: 6/28/10

Approval by Board

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

Approval by Manager per authorization of Board

Date of Board authorization: _____

Approval by Manager subject to authorization by Board

Date Board authorization requested: _____

Clerk to confirm authorization given

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

Attorney's Signature: _____

Date: _____

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: _____



Netsmart
Technologies

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 cursive script that reads "Mary Ronan".

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

EXECUTED BY:
Netsmart Technologies, Inc.

Signature

Signature

Printed Name

Joseph McGovern
Executive Vice President Operations

Title

Witness

Witness

Date

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

AGENDA ITEM
7/2c
MEETING DATE 8/2/10

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: *Barry G. 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: *Deirdre* 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: <u>Union County</u>	SELLER: <u>ClarkPowell</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: <u>Naomi Baker</u>
Title: _____	Title: <u>Technical Services Cordinator</u>
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

AGENDA ITEM
7/2d
MEETING DATE 8/2/10

**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: _____

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

2540

Party/Vendor Name: Motorola

Party/Vendor Contact Person: Laura Conway Contact Phone: 704-650-7803

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
 Address: 1309 Est Algonquin Road City: Schaumburg State: IL Zip: 60196

Department: Emergency Communications Amount: \$76,666.57

Purpose: Maintenance and support for the conventional radio system

Budget Code(s)(put comma between multiple codes): 10-543200-5352

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: 7-1-2010 ~ 06/30-2011

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: Dan J. Hinkel Date: 7/11/2010

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

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

Approval by Manager per authorization of Board

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

Approval by Manager subject to authorization by Board Date: _____

Date Board authorization requested: 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 *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: [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: _____

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: _____



SERVICE AGREEMENT

Attn: National Service Support
 1309 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: S00001003129
 Contract Modifier:
 Supercedes Agreement(s):

Date: 07/06/2010

Company Name:	UNION COUNTY
Attn:	
Billing Address:	500 N Main St Ste 13
City, State, Zip:	Monroe, NC 28112
Customer Contact:	Dawn Hinkle
Phone:	(704)283-3550
Fax:	

Required P.O.: No
 Customer #: 1011851319
 Bill to Tag #: 0001
 Contract Start Date: 07/01/2010
 Contract End Date: 06/30/2011
 Anniversary Day: Jun 30th
 Payment Cycle: MONTHLY
 Tax Exempt: Pays All Taxes
 PO #:

Qty	Model/Option	Description	Monthly Ext	Extended
		***** Recurring Services *****		
2	SVC01SVC1102C	DISPATCH SERVICE	\$289.60	\$3,475.26
1	SVC244AA	ENH: CONVENTIONAL SITE		
15	SVC245AA	ENH: CONVENTIONAL STATION		
2	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE	\$257.92	\$3,095.04
1	SVC139AA	ENH: CONVENTIONAL SITE		
1	SVC139AA	ENH: CONVENTIONAL SITE		
15	SVC140AA	ENH: CONVENTIONAL STATION		
1	SVC148AA	ENH: CONVENTIONAL SYSTEM		
3	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE	\$3,182.67	\$38,192.03
15	SVC218AA	SITES		
1	SVC219AA	STATION(S)		
1	SVC02SVC0001C	SP - MICROWAVE SERVICES	\$1,114.81	\$13,377.72
		HARRIS MICROWAVE		
	SVC01SVC2012C	INFRASTRUCTURE REPAIR	\$1,543.87	\$18,526.44
		NETWORK(S)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$6,388.88	\$76,666.57
	Subtotal - One-Time Event Services		
	Total		
	Taxes	-	-
	Grand Total	\$6,388.88	\$76,666.57
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA.			

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
MOTOROLA CAROLINAS MANAGED SERVICE (DO092)	GREENVILLE	SC
WIRELESS COMMUNICATIONS INC - 0398202	CHARLOTTE	NC
WIRELESS COMMUNICATIONS INC - 0398202	CHARLOTTE	NC
WIRELESS COMMUNICATIONS INC -	CHARLOTTE	NC

0398202		
WIRELESS COMMUNICATIONS INC - 0398202	CHARLOTTE	NC

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
-------------------------------------	-------	------

MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX
--------------------------------------	-------	-----

Service Terms and Conditions

Motorola, Inc., ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of

this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS

THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



Statement of Work

OnSite Infrastructure Response and Dispatch Service

1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. For Mesh system a Servicer will be dispatched only to the central site where the Mobile Integrated System Controller (MISC) is located. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive service requests.
- 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.2.1. Characterize the issue.
 - 2.2.2. Determine a plan of action.
 - 2.2.3. Assign and track the Case to resolution.
- 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4. Ensure the required personnel have access to Customer information as needed.
- 2.5. Servicer will perform the following on-site:
 - 2.5.1. Run diagnostics on the Infrastructure or FRU.
 - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
 - 2.9.1. Open and closed; or
 - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to Customer.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service Continuously.
- 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.2.1. Case notification preferences and procedure.



- 3.2.2. Repair Verification preference and procedure.
- 3.2.3. Database and escalation procedure forms.
- 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned System ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicicers access to Equipment.
- 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible loeation any and all Software needed to Restore the System.
- 3.7. Maintain and store in an easily accessible location proper System backups.
- 3.8. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power). ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/Preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Response Times Table (Customer's Response Time Classification is designated in the Service Agreement)

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Restoral	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	48 hours	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
- Provide update **before** the specific contractual commitments come due.
- * Note: Provide update to System Support Center **before** Deferral time comes due.



Statement of Work

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola,

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, Wireless Broadband and Digital In-Car Video.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
 - 2.1.1. If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, and Restoration which includes providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- 2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following responsibilities:

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
 - 3.1.1. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
- 3.4. Validate issue resolution prior to close of the Case.



- 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.
- 3.7. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 3.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power). ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day



Statement of Work

SP - Microwave Services

1.0 Description of Services

Field Response Service provides for on-site technician Response as determined by pre-defined severity levels set forth in Table B and Response times set forth in Table A in order to Restore the System.

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Services or other applicable Agreement, the provisions of this SOW shall prevail.

2.0 Motorola has the following responsibilities

- 2.1 Motorola is providing Field Response Service, and will respond in accordance with this Statement of Work and Tables A and B.
- 2.2 Perform diagnostics on the Component/Field Replaceable Unit (FRU)/assembly
- 2.3 Restore the System by replacing defective Component/FRU/assembly:
 - 2.3.1 FRU and assembly will be provided by Customer
- 2.4 Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment necessary to perform the Maintenance service.

3.0 Customer has the following responsibilities

- 3.1 Establish and maintain a suitable environment for the Equipment and provide Motorola full, free, and safe access to the Equipment so that Motorola may provide Maintenance services.
- 3.2 Supply FRU or assembly as needed in order for Motorola to Restore the System.
- 3.3 Maintain and store any and all Software needed to Restore the System.
- 3.4 Cooperate with Motorola and perform all tasks that are reasonable or necessary to enable Motorola to provide the OnSite Infrastructure Response services to Customer.

Table A –OnSite Response Times

Severity Level	Response Time
Severity 1	Within 2 hours from receipt of notification
Severity 2	Within 4 hours from receipt of notification*
Severity 3	Within 24 hours from receipt of notification* * Response Times during standard business days

Table B – Severity Definitions

Severity Level	Problem Types
Severity 1	Major system failure 33% of System down 33% of Site channels down Site Environment Alarms (smoke, access, temp, A/C Power) Response is provided Continuously
Severity 2	Significant System Impairment Intermittent problems

	Response during Standard Business Day
Severity 3	Parts Questions Upgrades Intermittent problems System problems presently being monitored Response during Standard Business Day.



Statement of Work

Infrastructure Repair

1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Provide repair return authorization numbers when requested by Customer.
- 2.2. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.3. Perform the following service on Motorola Infrastructure:
 - 2.3.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.3.2. Replace malfunctioning FRU or Components.
 - 2.3.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
 - 2.3.4. Perform a Box Unit Test on all serviced Infrastructure.
 - 2.3.5. Perform a System Test on select Infrastructure.
- 2.4. Provide the following service on select third party Infrastructure:
 - 2.4.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.4.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.4.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.4.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.5. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.3. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.6. Properly package repaired Infrastructure.
- 2.7. Ship repaired Infrastructure to the Customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges



- 3.0 Customer has the following responsibilities:
- 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request a return authorization number prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
 - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
 - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
 - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
 - 3.2 Properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
 - 3.3 Maintain templates of Software/applications and Firmware for re-loading of Infrastructure as set forth in paragraph 2.5.
 - 3.4 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.
 - 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair services to Customer.
- 4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair:
1. All Infrastructure over seven (7) years from product cancellation date.
 2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
 3. Physically damaged Infrastructure.
 4. Third party Equipment not shipped by Motorola.
 5. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
 6. Video retrieval from Digital In-Car Video equipment.
 7. Test equipment.
 8. Racks, furniture and cabinets.
 9. Firmware and/or Software upgrades.



ASTRO® 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and 800 licensed series Excludes all other technologies
Base Station(s) and Repeater(s)	Includes Quantar, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quantar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub, NICE logging recorders. Excludes All other technologies
Channel Bank(s)	Includes Premisys , Telco, IMACS models 600, 800 . Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-Tac 9600, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HP VL600, HP VL800, ML850 laptop, MW800, ML900 laptop, Compaq XW4000, keyboards, mice and trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite MCC7500, MCC5500, MIP5000) as part of complete communication System – Includes: headset jacks, dual footswitches, and gooseneck microphones. Excludes : Cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, and MZC5000. Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Keyload Variable Loader	Included
Links	Includes PTP 49600 and 800 licensed series
Logging Recorder	Includes NICE Excludes All other technologies
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems



ASTRO 25 Infrastructure Repair con't	Inclusions, Exclusions, Exceptions and Notes
Network Fault Management	Includes Full Vision. Excludes NMC
Packet Data Gateway	Includes Non-Redundant, High Power Data
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GTR8000, GTR8000 HPD Receivers. Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes ST5500, ST5598, S2500-S6000
Servers	Includes: Netra 240, cPCI, HP DL360, HP ML370, hp ML110, hp TC2110, 2120 Data Collection Device Server, HP InfoVista Server. IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C, Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Switch	Avaya DFINITY PBX, S8300, S8500. Nortel Passport 7480, Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, 3Com PS40, SS1100
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.
Workstation	Included



SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital MSF5000 and MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub, NICE logging recorders Excludes All other technologies
Channel Bank(s)	Includes Premisis and Telco Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTROTac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System -- Includes: headset jacks, dual footswitches, and gooseneck microphones. Excludes : Cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Includes NICE Excludes All other technologies
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes ALL Sun/IMP hard drives <u>except</u> TLN3495A 0820 1 GB drive. Excludes the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.



SmartNet System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY. Network Management (Please refer to the SOW for details) is not available on all stations.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub, NICE logging recorders Excludes All other technologies
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratic, Digitac, and ASTRO-tac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – Includes: headset jacks, dual footswitches, and gooseneck microphones. Excludes : Cables
Controller - trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones. Logging Recorders and Recording Equipment	Includes NICE Excludes All other technologies
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.



Broadband Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Access Points	Includes PMP (Canopy), Mesh, MotoMesh, Meshcam, MeshTrack, Hot Zone Duo intelligent access points. Excludes all other technologies
Backhaul	Includes PMP (Canopy) and PTP (Point-to-Point Wireless) PTP 49600 and 800 licensed series Excludes all other technologies
Cables, connectors and testers	Excluded
Cameras	Includes Meshcam Excludes all other technologies, fixed black & white, color, pan tilt zoom analog, pan tilt zoom IP, fixed hybrid (IP and Analog) cameras
Cluster Management Modules (CMM)	Includes PMP (Canopy). Excludes all other technologies
Digital Video Recorder	Includes Mobile Video Enforcer Excludes all other technologies
Docking Station	Includes Mobile Video Enforcer Excludes all other technologies
GPS Synchronizer Box	Excluded
Links	Includes PTP 49600 and 800 licensed series
Mobile Internet Switching Controller(MISC)	Excluded
Modems	Includes Mobile Video Enforcer Excludes all other technologies
Monitors	Includes Mesh, MotoMesh Excludes all other technologies
Mounting Bracket	Excluded
Multiplexers	Excluded
Network Interface Card	Excludes RAD data multiplexers
Network Switches	Includes Mesh, MotoMesh, Meshcam Excludes all other technologies
Networking Enablers	Included
Personal Tracking Device	Excludes Asymmetric DSL Broadband Gateway, Asymmetric Customer Premise Equipment, Symmetric DSL Broadband Gateway, Symmetric DSL-CPE's and accessories
Power Supply	Includes MeshTrack Excludes all other technologies
Reflector Hardware Kit	Included
Server	Excluded
Software	Included HP DL360, Mobile Video Enforcer system server Excludes all other technologies
Subscriber Modules	Excluded
Surge Suppressor/LPU	Includes, PMP (Canopy) Excludes all other technologies
UPS	Excluded
Video Recording System	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any one-site services. Excludes all batteries.
Wireless Router AC and DC Input	Includes Mobile Video Enforcer Excludes all other technologies



Conventional System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Quantar, Quantro, Digital MSF5000 and MTR2000 ONLY. Excludes MICOR and Analog MSF5000
Central Electronics Bank(s)	Includes logging recorder interface and network hub, NICE logging recorders Excluded All other technologies
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes , Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – Includes: headset jacks, dual footswitches, and gooseneck microphones. Excludes : Cables Excludes, Commandstar mother board CDN6271: Commandstar and Commandstar Lite are not included as a conventional system operator position but can be covered when services are purchased separately.
Dictaphones, Logging Recorders and Recording Equipment	Includes NICE Excludes All other technologies
Digital Interface Unit(s) (DIU)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Printer(s)	Includes printers that directly interface with the communications System.
Receiver(s)	Includes Quantar , MTR2000 and ASTRO-TAC receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.



Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Base Station(s) and Repeater(s)	Includes Quantar (DSS3, DBS), Digital MSF5000 (DSS2) ONLY.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Dictaphones, Logging Recorders and Recording Equipment	Includes NICE Excludes All other technologies
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Printer(s)	Includes printers that directly interface with the communications System.
Radio Network Controller	Includes One (1) RNC and One (1) RNC Console. Redundant RNC's must be quoted separately. Excludes RNC1000, NCP500, NCP2000, NCP2500 and NCP3000.
Site Data Link Modem(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.
Wireless Network Gateway	Excluded from the prime/remote site or system agreement but can be covered when services are purchased separately.



PlantCML Infrastructure Exhibit Vesta Pallas, Vesta Standard(Maars/ComCentrex), Vesta Meridian and Sentinel Patriot Systems	Inclusions, Exclusions, Exceptions and Notes
ACU (Auto Control Unit)	Includes Vesta systems only Excludes Sentinel Patriot
ARU (Alarm Reporting Unit)	Included
ALI (Automatic Location Identification) Controller	Includes Analog Station Card(s), Caller ID Board(s), Conference Board(s), DTMF Tone Receiver Board(s), Digital Station Card(s), E&M Card(s), Ground Loop Start Card(s), MF Receiver Board(s), 911 Linc Card(s)
ANI (Asynchronous Network Interface) Controller	Included
BCM (Business Communication Manager)	Includes Vesta Pallas only Excludes All other technologies
Cable(s)	Excluded
CIM (Console Interface Module)	Includes Sentinel Patriot Excludes All other technologies
CRU (Call Record Unit)	Included
CIU (CAD Interface Unit)	Included
Computer(s)/Workstation	Includes computers sourced by PlantCML and sold by Motorola that directly interface with or control the PlantCML Systems. Includes monitor, sound card, keyboards, mice and trackballs. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Controllers	Includes Vesta Standard Excludes All other technologies
DBU (Data Base Unit)	Includes Vesta Standard Excludes All other technologies
Digital Logging Recorders, Logging Recorders and Recording Equipment	Includes NICE,, Pyxis, PlantCML sourced and sold by Motorola Excludes All other technologies
Herbie	Includes Vesta systems only Excludes Sentinel Patriot
Line Boosters/Amplifier/Short haul modems	Excludes all
Modem(s)	Includes ALI modem sourced and sold by Motorola Excluded All other technologies
Modified Network LAN Switch	Included
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes Non-Certified monitors, defective or phosphor-burned cathode ray tubes CRT(s), flat panel monitors with burned in image retention and monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
MTU (Multi-line Trunk Unit)	Includes Vesta Pallas only Excludes All other technologies
Printer(s)	Includes PlantCML sourced and sold by Motorola that directly interface with the communications System.
Power Supplies, PSU (Power Supply Unit)	Includes Vesta Pallas, Vesta Standard Excluded All other technologies
RMU (Remote Maintenance Unit)	Includes Vesta Standard only Excludes All other technologies
Ring Generator(s)	Included
Routers	Included
RIS (Radio Interface Subset)	Included (note, only works with the Herbie)
Server(s), ALI	Includes Vesta servers, Sentinel Patriot Excludes All other technologies
Telephone(s)	Includes 911 and KEM administrator telephones sourced with the 911 System and sold by Motorola Excludes Nortel (Avaya) telephone sets
TIU (trunk interface unit)	Includes Vesta Standard Excludes All other technologies



Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub, NICE logging recorders, Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI).
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (CommandSTAR, CommandSTAR lite, Centracom Gold Elite MCC7500, MCC5500, MIP5000, MC1000, MC2000, MC2500, MC3000) as part of complete communication System – Includes: headset jacks, dual footswitches, and gooseneck microphones and Console Interface Electronics. Excludes : Cables
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Includes NICE Excludes All other technologies
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.



Digital In-Car Video Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Cables, connectors and testers	Excluded
Cameras	Includes 22X Front Camera. Excludes rear cameras
Data Talker Wireless Transmitters	Excluded
Digital Video Recorder	Includes Base unit running DP-2 software
Data Storage Module	Included
LCD Monitor	Includes DP-1 & DP-2 versions only
Video Retrieval	It is the customer's responsibility to remove the video before sending the DSM into the Motorola Repair Depot for repair Video retrieval is a separate service and is not included as part of this SOW.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 8/2/10

Action Agenda Item No. 7/2e
(Central Admin. use only)

SUBJECT: Smart Start Breastfeeding Peer Counselor Program

DEPARTMENT: Public Health **PUBLIC HEARING:** No

ATTACHMENT(S): Smart Start Breastfeeding Contract **INFORMATION CONTACT:** Stephanie Lester

TELEPHONE NUMBERS:
704-296-4896

DEPARTMENT'S RECOMMENDED ACTION: Accept \$57,589, in Contracted Funds for the Breastfeeding Program

BACKGROUND: The Union County WIC breastfeeding peer counselor program is designed to educate women on the benefits of breastfeeding, support women who are breastfeeding, and promote the benefits of breastfeeding in the community.

The program employs one full-time and one part-time bilingual peer counselor to teach classes and follow postpartum mothers who are attempting to breastfeed. It is a collaborative effort involving counselors, nutritionists, health care professionals, and the lactation consultant from Union Regional.

This is an annual, competitive grant awarded to the Union County Health Department in the amount of \$57,589 towards the continuation of the agency's multiyear program and is part of the U.S. Department of Health and Human Services 2010 Healthy People objectives.

Grant receipts are used for personnel and operating costs.

FINANCIAL IMPACT: \$57,589 from Smart Start, \$5,758 (10% match) consisting of in-kind contribution.

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

2550

Party/Vendor Name: Union Smart Start

Party/Vendor Contact Person: Patsy Walden Contact Phone: 704-226-1407

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

Address: P.O. Box 988 City: Monroe State: NC Zip: 28111

Department: Health Amount: \$57,589

Purpose: Smart Start Breastfeeding grant

Budget Code(s)(put comma between multiple codes): 10551152 - xxxx - 1362

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. Turf Date: 7-20-10

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: 8/2/10

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: Debra K. [unclear] Date: 7/23/10

INFORMATION TECHNOLOGY DIRECTOR

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

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

IT Director's Signature Date: _____

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: _____

FINANCIAL ASSISTANCE CONTRACT

11-204

Between

UNION SMART START

And

UNION COUNTY HEALTH DEPARTMENT

FEDERAL TAX ID #56-6000345

1. Parties to the Contract:

This Contract is hereby entered into by and between Union Smart Start, (the "Local Partnership") and the Union County Health Department, (the "Contractor") (referred to collectively as the "Parties").

2. Effective Period:

This Contract shall be effective on July 1, 2010 and shall terminate on June 30, 2011 with the option to extend, if mutually agreed upon, through a written amendment as provided for in this Contract.

3. 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 this Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Local Partnership.

4. Subcontracting:

The Contractor shall not subcontract any of the work contemplated under this Contract without prior written approval from the Local Partnership. Any approved subcontract shall be subject to all conditions of this Contract. The Local Partnership shall not be obligated to pay for work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors and shall not be relieved of any of the duties and responsibilities of this Contract.

5. Assignment:

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

6. Beneficiaries:

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 the Local Partnership 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 the Local Partnership and Contractor that any such person or entity, other than the Local Partnership or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

7. Key Personnel:

The Contractor shall not replace any of the key personnel assigned to the performance of this Contract without written approval of the Local Partnership. The individuals designated as “key personnel” for purposes of this Contract are those specified in the Contractor’s proposal and such others as the Parties may agree.

8. Indemnification:

To the extent permitted by applicable law, the Contractor agrees to indemnify and hold harmless the State of North Carolina (the “State”), the Division of Child Development of the North Carolina Department of Health and Human Services (the “Division”), The North Carolina Partnership for Children, Inc. (“NCPC”), the Local Partnership and 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.

This Section shall not apply to state agencies.

9. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Local Partnership:

Mary Ann Rasberry, Executive Director
Union Smart Start
105C Cedar Street
PO Box 988
Monroe, NC 28111
Telephone: 704-226-1407 Fax: 704-226-1369
Email: mrasberry@unionsmartstart.org

For the Contractor:

Phillip Tarte, Health Director
Union County Health Department
1224 W. Roosevelt Blvd.
Monroe, NC 28110
Telephone: 704-296-4801 Fax: 704-296-4822
Email: philliptarte@co.union.nc.us

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 exclusive venue for any legal proceedings shall be Union County, North Carolina. The place of this Contract, and all transactions and 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 the validity, construction, interpretation, and enforcement shall be determined.

11. Precedence Among Contract Documents:

This Contract and any documents incorporated specifically by reference constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The Contract Document has the highest precedence, followed by the Contract Amendments, followed by the Contractor’s proposal. If there are multiple Contract

Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

12. 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.

13. Availability of Funds:

The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Local Partnership. In the event funds are unavailable, the Local Partnership may terminate this Contract by giving written notice to the Contractor, specifying the effective date of termination.

14. Authorized Use of Funds:

The Contractor shall use or expend the funds provided by this Contract only for the purposes for which they were appropriated by the North Carolina General Assembly and as defined in the Early Childhood legislation. Further, the funds provided by the Local Partnership shall be used by the Contractor only for the purposes and activities specified in Attachment I, which is attached hereto; any amendments or additions to Attachment I; and in the Contractor's proposal, which is incorporated by reference as if fully set forth herein.

15. Responsibilities of the Local Partnership:

The Local Partnership shall perform the following:

- A. Reimburse the Contractor for its allowable costs of services incurred in providing the activities described in Attachment I in accordance with the approved budget in Attachment II and subsequent amendments to these Attachments.
- B. Perform on-site financial and programmatic monitoring of the Contractor for compliance with the terms of this Contract; and
- C. Specify all reports and other deliverables required from the Contractor.

16. Responsibilities of the Contractor:

The Contractor shall perform the following:

- A. Provide the services described in Attachment I in accordance with the terms of this Contract and in accordance with the approved budget in Attachment II; and in compliance with the Smart Start Cost Principles in Attachment III; and subsequent amendments to the Attachments and in the project proposal submitted by the Contractor which is incorporated herein by reference as if fully set forth herein. Any portion of payment under this Contract not used for these purposes must revert to the Local Partnership and thereafter to the funding source as appropriate. Any condition or purpose set forth in this Contract shall take precedence over any conflicting provision in the proposal submitted by the Contractor.

- B. Receive approval from the Local Partnership of any activity changes by the Contractor prior to implementation. Budget amendments must also receive advance approval from the Local Partnership.
- C. Report all expenditures on the cash basis of accounting. The Contractor will submit to the Local Partnership, in such form and by such date as specified by the Local Partnership, a financial status report for each activity in order to claim reimbursement for allowable costs incurred under the Contract.

The certified expenditure report must be submitted no less frequently than monthly to the Local Partnership.

- D. Make available all records, including 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 the Local Partnership, NCPC, the Division, or the North Carolina Office of State Auditor or applicable Federal agencies. The Contractor agrees that the Local Partnership or its agent has the right to audit the records of the Contractor pertaining to this Contract both during performance and after completion.
- E. Submit to the Local Partnership any other plans, reports, documents or other products that the Local Partnership may require in the form specified by the Local Partnership.
- F. Attend scheduled meetings with the Local Partnership and/or NCPC as requested.
- G. Use Program Income earned under this Contract, with written permission of the Local Partnership, only to enhance the activities performed under this Contract or to decrease the cost to the Local Partnership of performing those activities. Program income includes, but is not limited to, income from services rendered, the use or rental of personal property acquired with State funds, sales of commodities acquired with State funds, and interest earnings on State-funded deposits.
- H. Submit to the Local Partnership with the final report of expenditures, in such form as specified by the Local Partnership, an accounting of all program income earned and expended.
- I. Publicize the activities performed under this Contract as being funded by the Local Partnership and Smart Start.

Direct Service Provider (DSP) agrees to acknowledge Union Smart Start as a funding source. Any and all activities which the DSP engages in shall identify Union Smart Start by way of logo imprints provided by the partnership on all items published, mailed or disseminated, preceded by the phrase 'funded by'.

Activity names shall include the words 'Smart Start' and be used at all times when referring to the programs.

Failure by the DSP to comply with these contractual stipulations shall be just cause for the Union Smart Start Board to immediately review the contract status with the possibility for funding revisions or revocation of any remaining funding for the contractual year involved.

- J. Maximize the use of in-kind (volunteers, goods, services, facilities) and cash contributions, maintaining written documentation of cash and in-kind contributions, and quantify and report to the Local Partnership on a quarterly basis these contributions and any other direct or indirect funding the Local Partnership funds have leveraged.

- K. Report suspected child abuse, neglect, or dependency as defined in N.C.G.S. §7B-101.
- L. Ensure that no funds from this Contract will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive.
- M. Ensure adherence to N.C.G.S. §143B-168.10.-143B-168.16. and as modified by 2009 Session Law.
- N. Participate in the Local Partnership's evaluation process and develop measurable outcomes for evaluating the funded activities.
- O. Ensure that this Contract and all referenced attachments and subsequent amendments thereto have been reviewed.

17. Compliance with Cost Principles:

The Contractor will not be reimbursed for expenditures incurred under this Contract that do not comply with the Smart Start Cost Principles, which are incorporated herein as Attachment III, and the North Carolina State cost principles, as applicable.

18. Amount of Reimbursement:

The total amount reimbursed by the Local Partnership to the Contractor under this Contract shall not exceed \$ 57,589.00.

19. Payment Provisions:

A. Payment Procedure:

Monthly reimbursements shall be made for actual expenditures made in accordance with the approved budget on file with both Parties and reported in the monthly expenditure report submitted by the Contractor.

B. Withholding of Payment:

The Local Partnership has the authority to withhold payment if the Contractor fails to make significant progress toward achieving outcomes as defined in the project proposal as approved by the Local Partnership, or if the quality of services provided fails to meet Local Partnership standards and expectations for any reason, or if the Contractor fails to submit required reports.

C. Reimbursements:

Reimbursements for expenditures will not occur under this Contract subsequent to June 30, 2011.

20. Reversion of Unexpended Funds:

Any unexpended funds held by the Contractor upon termination or completion of the Contract shall be reported and reverted to the Local Partnership with the final report of expenditures.

21. Reporting and Audit Requirements:

The Contractor shall comply with all rules and reporting requirements established by statute or administrative rules.

NCAC Title 09 NCAC 03M, "Uniform Administration of State Grants," establishes reporting thresholds and requirements for non-governmental grantees and subgrantees of State funds. The three reporting thresholds are:

- A. A grantee that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
 - 2) An accounting of the State funds received, used, or expended.

- B. A grantee that receives, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) and up to and including five hundred thousand dollars (\$500,000) within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - 2) An accounting of the State funds received, used, or expended; and
 - 3) A description of activities and accomplishments undertaken by the grantee with the State funds.

- C. A grantee that receives, uses, or expends State funds in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year must, within nine months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - 2) An audit prepared and completed by a licensed Certified Public Accountant; and
 - 3) A description of activities and accomplishments undertaken by the grantee with the State funds.

The Contractor shall use the forms specified by the Local Partnership in making reports to the Local Partnership.

The Contractor's fiscal year runs from July 1 to June 30.

22. Subgrantees:

The Contractor has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Contractor to comply with the standards set forth in this Contract.

23. Sales/Use Tax Refunds:

If eligible, the Contractor and all subgrantees shall (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. §105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

24. Care of Property:

The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Local Partnership for loss of, or damage to, such property. When the property provided or purchased is no longer needed or used for the performance of services under this Contract, or at the termination of this Contract, the Contractor shall contact the Local Partnership for instructions as to the disposition of such property and shall comply with these instructions.

25. Personal Property:

Personal property includes, but is not limited to furniture, equipment and materials. Title to personal property acquired by the Contractor with funds from this Contract shall vest in the Contractor, subject to the following conditions:

- A. The Contractor shall use the personal property in the project or program for which it was acquired as long as needed. When the personal property is no longer needed for the project or program or if operations are discontinued or, at the termination of this Contract, the Contractor shall notify the Local Partnership and receive written instructions regarding disposition of the personal property.
- B. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of personal property costing in excess of \$500 per item.
- C. Any unused or unneeded personal property held by the Contractor shall be reported to the Local Partnership and used or returned in accordance with Local Partnership instructions.

26. Access to Persons and Records:

The Office of State Auditor shall have access to persons and records as a result of this Contract in accordance with N.C.G.S. §147-64.7. Additionally, as funding authorities, the State, the Division, NCPC, and the Local Partnership shall have access to persons and records as a result of this Contract.

The Office of State Auditor has audit oversight for all organizations that receive, use or expend State funds. The Contractor shall, upon request, furnish to the Office of State Auditor, the Division, the Local Partnership, and NCPC all financial books, records, and other information requested by them to provide full accountability for the use and expenditure of State funds. In addition, the Office of State Auditor, the Division, NCPC, and the Local Partnership shall have access to the working papers of the Contractor's independent auditor for review as considered necessary.

27. Record Retention:

The State's basic records retention policy requires all grant records to be retained for a minimum of five years following completion or termination of the Contract or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

28. Conflict of Interest Policy:

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 the Local Partnership in writing of any instances that might have the appearance of a conflict of interest.

The Local Partnership shall not be required to make any payments until it has received a notarized copy of the Contractor's policy addressing conflict of interest. The policy shall address situations in which the Contractor's employees and the members of its board of directors or other governing body may directly or indirectly benefit from the Contractor's disbursing of funds under this Contract and shall include actions to be taken by the Contractor or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

29. Insurance:

During the term of the Contract, the Contractor shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Contractor shall provide and maintain Worker's Compensation, Commercial General Liability, and Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of the Contract as required to protect the State, the Division, NCPC, and the Local Partnership against claims that may arise from the Contractor's performance.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

30. Confidentiality:

Any confidential information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Local Partnership. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

31. Copyrights and Ownership of Deliverables:

All deliverable items produced pursuant to this Contract are the exclusive property of the Local Partnership. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

32. Equal Employment Opportunity:

The Contractor shall comply with all Federal and State laws relating to equal employment opportunity.

33. 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.

34. Advertising:

The Contractor shall not use the award of this Contract as a part of any news release or commercial advertising.

35. Statement of No Overdue Tax Debts:

The Contractor certifies that it does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level. The Contractor understands that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1.

36. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this Contract shall be used only to supplement, not supplant, the total amount of Federal, State, and local public funds that the Contractor otherwise expends for services on behalf of young children and their families. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services. In the event of supplantation, the Local Partnership may immediately reduce or terminate funding under this Contract.

37. Disbursements:

As a condition of this Contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements.

- A. Implement adequate internal controls over disbursements;
- B. Pre-audit all vouchers presented for payment to determine:
 - 1) Validity and accuracy of payment
 - 2) Payment due date
 - 3) Adequacy of documentation supporting payment
 - 4) Legality of disbursement;
- C. Assure adequate control of signature stamps/plates;
- D. Implement accounting procedures to ensure that expenditures incurred under this Contract may be readily identified and reported; and,
- E. Assure that an individual does not sign a check payable to himself/herself or to an organization for which there is a real or perceived conflict of interest.

38. Health Insurance Portability and Accountability Act (HIPAA):

The Contractor agrees that, if the Local Partnership determines that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Local Partnership may require to ensure compliance.

39. Amendment:

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

40. Force Majeure:

Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

41. Suspension:

This Contract may be suspended in whole or in part upon 10 days written notice, to the Contract Administrator noted in Section 9, by the Local Partnership if the Contractor has materially failed to comply with the terms and conditions of the Contract, including all attachments and amendments.

Suspension shall remain in effect until:

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

42. Default and Termination:

- A. The Parties may terminate this Contract by mutual consent with 10 days notice to the other Party.
- B. This Contract may be terminated in whole or in part by either Party, with 30 days 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.
- C. If, through any cause, the Contractor shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Local Partnership shall have the right to terminate this Contract by giving written notice to the Contractor's Contract Administrator as noted in Section 9, delivered by certified mail with return receipt requested, or in person and specifying the effective date thereof.

After receipt of a notice of termination and except as otherwise directed by the Local Partnership, 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.

In that event, all finished or unfinished deliverable items prepared by the Contractor under this Contract shall, at the option of the Local Partnership, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Local Partnership for damages sustained by the Local

Attachment I
Contract Activity Description

Smart Start Breastfeeding Support, Activity ID# 204

The Smart Start Breastfeeding Support activity will fund up to two bilingual Spanish-speaking peer counselors who will promote breastfeeding and will support mothers in Union County in an attempt to increase the number of women who initiate breastfeeding and the length of time women breastfeed their infants. The counselors will work with pregnant and nursing mothers who are enrolled in the Union County Women, Infants and Children's (WIC) Program. Contact will be made with new mothers shortly after discharge from the hospital. Consultation will be available at the WIC office and by phone and referrals will be made to other primary health services as necessary. Breast pumps will be available for loan. The counselors will attend professional conferences as required.

**Budget Revision/Amendment Change Sheet
for Direct Services Provider
Activities**

	A	B	C	D
1	Local Partnership: Union Smart Start	Fiscal Year: 10/11	Amendment #:	Revision #:
2	Direct Services Provider: Union County Health Dept.	2010-11		Eff. Date: 7/1/10
3	Purpose Service Code - ID#: 5413/204	Current	Amount	New
4	Activity: Smart Start Breastfeeding	Amount	Changed	Amount
5				
6	11) Personnel	\$50,500.00	\$0.00	\$50,500.00
7	12) Contracted Services	\$3,700.00	\$0.00	\$3,700.00
8	13) Total Personnel/Contracted Services	\$54,200.00	\$0.00	\$54,200.00
9				
10	14) Office Supplies & Materials	\$47.00	\$0.00	\$47.00
11	15) Service Related Supplies	\$1,725.00	\$0.00	\$1,725.00
12	16) Total Supplies & Materials	\$1,772.00	\$0.00	\$1,772.00
13				
14	17) Travel	\$400.00	\$0.00	\$400.00
15	18) Communications & Postage		\$0.00	\$0.00
16	19) Utilities		\$0.00	\$0.00
17	20) Printing & Binding		\$0.00	\$0.00
18	21) Repair and Maintenance		\$0.00	\$0.00
19	22) Meeting/Conference Expense	\$720.00	\$0.00	\$720.00
20	23) Employee Training (no travel)	\$360.00	\$0.00	\$360.00
21	24) Classified Advertising	\$90.00	\$0.00	\$90.00
22	25) In-State Board Meeting Expense		\$0.00	\$0.00
23	26) Total Non-Fixed Operating Expenses	\$1,570.00	\$0.00	\$1,570.00
24				
25	27) Office Rent (Land, Buildings, etc.)		\$0.00	\$0.00
26	28) Furniture Rental		\$0.00	\$0.00
27	29) Equipment Rental (Phones, Computer, etc.)		\$0.00	\$0.00
28	30) Vehicle Rental		\$0.00	\$0.00
29	31) Dues & Subscriptions	\$47.00	\$0.00	\$47.00
30	32) Insurance & Bonding		\$0.00	\$0.00
31	33) Books/Library Reference Materials		\$0.00	\$0.00
32	34) Mortgage Principal, Interest and Bank Fees		\$0.00	\$0.00
33	35) Other Expenses: provide explanation		\$0.00	\$0.00
34	36) Total Fixed Charges & Other Expenses	\$47.00	\$0.00	\$47.00
35				
36	37) Buildings & Improvements		\$0.00	\$0.00
37	38) Leasehold Improvements		\$0.00	\$0.00
38	39) Furniture/Non-Computer Eqpt., \$500+ per item		\$0.00	\$0.00
39	40) Computer Equipment/Printers, \$500+ per item		\$0.00	\$0.00
40	41) Furniture/Eqpt., under \$500 per item		\$0.00	\$0.00
41	42) Total Property & Equipment Outlay	\$0.00	\$0.00	\$0.00
42				
43	43) Purchases of Services		\$0.00	\$0.00
44	44) Contracts With Service Providers		\$0.00	\$0.00
45	45) Stipends/Scholarships/Bonuses		\$0.00	\$0.00
46	46) Cash Grants and Awards		\$0.00	\$0.00
47	47) Non-Cash Grants and Awards		\$0.00	\$0.00
48	48) Total Services/Contracts/Grants	\$0.00	\$0.00	\$0.00
49				
50	49) Total Participant Training Expense		\$0.00	\$0.00
51				
52	50) Total Budgeted Expenditures	\$57,589.00	\$0.00	\$57,589.00

The North Carolina Partnership for Children, Inc.
Smart Start Cost Principles
Revised July 2, 2007

Purpose

This document establishes principles for determining costs that may be paid with State Smart Start funds. These Cost Principles are not intended to address all items of cost.

Effective July 1, 2005, the State adopted new administrative rules, Title 09 NCAC 03M, "Uniform Administration of State Grants," applicable to non-State entities that receive grants of State funds. These rules provide that Federal Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," be used in the determination of allowable uses of State funds.

OMB Circular A-87 specifies that OMB Circular A-122, "Cost Principles for Non-Profit Organizations," should be used by not-for-profit organizations. Accordingly, these Cost Principles incorporate the relevant provisions of OMB Circular A-122.

Applicability

These Cost Principles are applicable only to Smart Start funds, including program income, and supersede any prior guidance for the items listed. Other sources of funds may have specific guidelines and principles that must be used for their funds. Accordingly, each grant agreement or contract related to sources of funds other than Smart Start should be reviewed carefully to ensure compliance with requirements.

These Cost Principles apply to The North Carolina Partnership for Children, Inc., the local partnerships, and their direct service providers and grantees. More restrictive provisions apply to direct service providers and grantees in three areas (Section B.12, Flowers; Section B.16, Interest; and Section B.27, Severance Pay) as identified in bold text below.

Stricter principles may be adopted if desired.

Effective Date

These Cost Principles are effective July 2, 2007.

General Principles

A. Basic Considerations

1. Factors affecting allowability of costs.

In order to be paid from Smart Start funds, costs must meet the following general criteria:

- a. Be reasonable and in compliance with these principles.

- b. Conform to any limitations or exclusions set forth in these principles.
- c. Be consistent with policies and procedures of NCPC and the local partnership.
- d. Be adequately documented.

2. Reasonable costs.

A cost is reasonable if, in its nature or amount, it does not exceed that which would be prudent under the circumstances prevailing at the time the decision is made to incur the cost. In determining the reasonableness of a given cost, consideration shall be given to:

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of services.
- b. The restraints or requirements imposed by such factors as generally accepted sound business practices, fair and open competitive bidding, Federal and State laws and regulations, and terms and conditions of the Smart Start contract or grant agreement.
- c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the State.

B. Selected Items of Cost

1. Advertising

The term “advertising costs” means the costs of advertising media. Advertising media include magazines, newspapers, radio and television programs, direct mail, exhibits, and the like.

- a. The following costs are allowable:
 - (1) Classified advertising for recruitment of employees;
 - (2) Advertising for the procurement of goods and services;
 - (3) Advertising related to the disposition of property and equipment;
 - (4) Yellow page advertisements that publicize direct services for children and families;
 - (5) Display advertisements that publicize direct services for children and families;
 - (6) Radio or television advertisements that publicize direct services for children and families; and,
 - (7) Listings in community and resource directories.
- b. The following costs are unallowable:
 - (1) Yellow page, display, classified, radio or television advertisements other than those to publicize direct services for children and families; and
 - (2) Billboards.
- c. Also see **Section B.23, Promotion and Public Relations.**

2. Alcoholic Beverages

Costs of alcoholic beverages are unallowable.

3. Apparel and Jewelry

- a. Costs of apparel are unallowable. Apparel includes, but is not limited to, t-shirts, jackets, aprons, and hats.
- b. Costs of jewelry are unallowable.

4. Audit Services

- a. Costs of audit services for local partnerships are unallowable.
- b. Costs of audit services for direct service providers or grantees are allowable **only** if an audit is required by the State (resulting from total State funding exceeding \$500,000). Costs are allowable **only in the proportion** of revenues that Smart Start represents of the total revenues.

5. Bad Debts

Bad debts, including losses (whether actual or estimated) arising from uncollectible accounts and other claims, related collection costs, and related legal costs, are unallowable.

6. Capital and Repair and Maintenance

- a. Capital expenditures are prohibited by legislation and are unallowable.
- b. The term "capital" is defined as "land acquisitions, new construction, or rehabilitation of existing facilities, and repairs and renovations" (N.C.G.S. § 143-34.40).
- c. Costs incurred for improvements which: 1) add to the permanent value of the buildings and/or for land; or 2) appreciably prolong the life of the asset, shall be treated as capital expenditures.
- d. Capital "repairs and renovations" are defined by N.C.G.S. § 143-15.3A to include the following types of projects:
 - (1) Roof repairs and replacements;
 - (2) Structural repairs;
 - (3) Repairs to electrical, plumbing, and heating, ventilating, and air-conditioning systems;
 - (4) Improvements and renovations to improve use of existing space;
 - (5) Improvements to roads, walks, drives, utilities infrastructure;
 - (6) Historical restoration; and
 - (7) Improvements to meet safety or Federal and State standards.
- e. Costs incurred for necessary, recurring minor maintenance, repair, or upkeep of buildings that do not add to the permanent value of the property or

appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable.

7. Contributions and Donations

Contributions and donations to others are unallowable other than cash and non-cash grants to individuals or organizations identified with an approved service activity.

8. Defense and Prosecution of Criminal and Civil Proceedings, Claims and Appeals

- a. Legal costs incurred in connection with any criminal, civil or administrative proceeding commenced by the Federal Government, or a State, or local government are not allowable if the proceeding:
 - (1) Relates to a violation, or failure to comply with, a Federal, State or local statute or regulation; **and**
 - (2) Results in any of the following dispositions:
 - i. In a criminal proceeding, a conviction;
 - ii. In a civil or administrative proceeding involving an allegation of fraud or similar misconduct, a determination of organizational liability.
 - iii. In the case of any civil or administrative proceeding, the imposition of a monetary penalty.
 - iv. A disposition, by consent or compromise, if the action could have resulted in any of the dispositions described above.
- b. Legal costs incurred in connection with proceedings described in **paragraph a**, but which are not made unallowable by that paragraph, are allowable to the extent that they are reasonable and necessary and cannot be recovered from another party.

9. Employee Salaries and Fringe Benefits

- a. Costs for salaries and wages must be based on documented timesheets approved by a responsible member of the organization.
- b. Timesheets that reflect the distribution of activity of each employee must be maintained for all staff members (professionals and nonprofessionals).
- c. Costs for salaries and wages must reflect an after-the fact determination of the actual time spent on each activity. Budget estimates are not allowed.
- d. Employee fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave and the like are allowable.
- e. Employee fringe benefits in the form of extended paid leave, such as sabbatical or paid family medical leave, are unallowable.

- f. Pension plan costs incurred in accordance with established policies are allowable, provided such policies meet the test of reasonableness and are not discriminatory.
- g. Employee fringe benefits in the form of gifts or gift certificates are unallowable, with the exception of token items (i.e., value of \$25 or less) to recognize employees for years of service.

10. Entertainment

Costs of activities for amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows, amusement parks or sports events; meals and lodging; rentals; and transportation) are unallowable. Also see **Section B.24, Recognition Events**.

11. Fines, Penalties and Fees

- a. Costs of fines and penalties resulting from violations of, or failure of the Partnership to comply with Federal, State, and local laws and regulations are unallowable.
- b. Costs of non-sufficient fund (NSF) fees are unallowable.

12. Flowers

Costs of flowers are allowable only in the following circumstances:

- a. Condolences to an employee upon the death of a spouse, parent, child or stepchild of the employee;
- b. Condolences to the employee's family in the event of the death of a Partnership employee; and
- c. Condolences to an employee in the event of his or her hospitalization.
- d. Costs of flowers are unallowable for direct service providers or grantees.**

13. Food

- a. Costs of food are allowable only in the following circumstances:
 - (1) For Partnership Board or Board Committee meetings; or
 - (2) For service and grant activities for which food purchases have a documented legitimate business purpose and are needed to accomplish the purpose of the activity.
 - (3) Also see **Section B.18, Meetings and Conferences**.
- b. All events at which food is served must be work-related and must involve persons other than partnership employees.
- c. Due care and judgment must be used to ensure that purchases of food are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

14. Fund Raising

- a. Costs of organized fund raising for contributions that do not qualify as a Smart Start program match, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions, are unallowable.
- b. Costs of fund raising, including financial campaigns and the solicitation of cash and in-kind donations to meet the legislative mandate for program match are allowable.

15. Goods or Services for Personal Use

Costs of goods, equipment or services for personal use are unallowable, with the exception of token items (i.e., value of \$25 or less) for partnership board member appreciation.

The term “goods or services for personal use” includes beach mats, umbrellas, coolers, tote bags, pen sets, and other “giveaway” items.

Also see **Section B.24, Recognition Events.**

16. Interest

- a. Interest costs on borrowed capital or for the use of funds borrowed from the organization’s non-Smart Start funds are unallowable.
- b. Interest on debt incurred subsequent to June 30, 2001, to acquire or replace capital assets is unallowable.
- c. Interest on debt incurred prior to July 1, 2001 to acquire or replace capital assets is allowable.
- d. See **Section B.6, Capital and Repair and Maintenance**, for the definition of “capital.”
- e. **Interest costs are unallowable for direct service providers or grantees.**

17. Lobbying

- a. Costs associated with the following activities are unallowable:
 - (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
 - (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
 - (3) Any attempt to influence: (i) the introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or

local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

- (4) Any attempt to influence: (i) the introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
 - (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.
- b. The following activities are excepted from the coverage of **paragraph a**:
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of the Smart Start Program through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof;
 - (2) Educating any member of the public about the work of, and services provided by, the partnership;
 - (3) Any lobbying made unallowable by **paragraph a(3)** to influence State legislation in order to directly reduce the cost, or to avoid material impairment of authority to perform Smart Start services;
 - (4) Any activity specifically authorized by statute to be undertaken with Smart Start funds; and
 - (5) Communications with any legislative body whose actions might affect the organization's existence, powers and duties, tax-exempt status, or the deductibility of contributions.

18. Meetings and Conferences

- a. Costs associated with the conduct of meetings and conferences include the cost of renting facilities, meals, speakers' fees, etc.
- b. To the extent that these costs are identifiable with a specific service activity, they should be charged to that activity. These costs are allowable, provided that they have a legitimate business purpose.
- c. Due care and judgment must be used to ensure that meeting and conference costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.
- d. Also see **Section B.10, Entertainment** and **Section B.13, Food**.

19. Memberships

- a. Costs of membership in civic or community organizations that provide benefits to the organization, such as training and networking, are allowable.
- b. Costs of memberships in any country club or social or dining club or organization are unallowable.
- c. Costs of memberships for lobbying or advocacy are unallowable.
- d. Due care and judgment must be used to ensure that membership costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

20. Participant Costs

- a. Participant support costs are costs for items such as stipends, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in conjunction with meetings, conferences, or training.
- b. These costs are allowable as part of an approved service activity.

21. Patents, Royalties and Copyrights

Costs related to patents, royalties and copyrights are allowable with prior NCPC approval.

22. Professional Services Costs

- a. Costs of professional and consultant services provided by persons who are members of a particular profession or possess a special skill, and **who are not also officers or employees of the organization to which services are provided**, are allowable subject to **paragraphs b and c** when reasonable.
- b. In determining the allowability of costs in a particular case, the following factors are relevant:
 - (1) The nature and scope of the services rendered in relation to the service required;
 - (2) The necessity of contracting for the service, considering the organization's capacity;
 - (3) Whether the service can be performed more economically by direct employment rather than contracting;
 - (4) Adequacy of the contractual agreement for the service (e.g., description of the service, estimate of time required, rate of compensation, and termination provisions).
- c. Allocation or assignment of costs among activities must be based on documented distributions approved by a responsible member of the organization.

NOTE: For professional services contracts with individuals, the organization must comply with Internal Revenue Service regulations regarding the determination of the status of the individual as an independent contractor versus an employee.

23. Promotion and Public Relations

- a. Pursuant to Smart Start legislation, expenditures of Smart Start funds for promotional activities are unallowable. Promotional activities are those that promote the Smart Start Initiative and/or organization in a general manner and do not publicize specific available services.
- b. Also see **Section B.1, Advertising**.
- c. The terms “promotion” or “public relations” include community relations and means those activities dedicated to maintaining the image of the organization or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- d. Costs associated with the following items are allowable:
 - (1) Communicating with the public and press pertaining to specific activities or accomplishments which result from performance of the Smart Start Initiative (these costs are considered necessary as part of the outreach effort);
 - (2) Conducting general liaison with news media and government officials, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of contract/grant awards, financial matters, etc.;
 - (3) Sponsorship of, or participation in, community health fairs or children’s fairs that focus on the provision of service to parents and children, including reasonable costs of signage to publicize the partnership’s sponsorship of, or participation in, the event;
 - (4) Parent education materials (parent education videos, educational displays, resource guides, resources for “Welcome Baby” packets, etc.);
 - (5) Newsletters, educational brochures and annual reports;
 - (6) Websites;
 - (7) Advertisements, newspaper inserts, and radio or television announcements that publicize direct services for children and families;
 - (8) Materials in “Welcome Baby” packets or distributed through hospitals libraries or other distribution means that directly reach parents of young children and serve as a resource for parents; and
 - (9) Signage for quality improvement items purchased for child care centers, libraries, etc. (labels for books or signage that provides information that Smart Start provided the service).
- e. The following costs for general promotion are unallowable:
 - (1) Costs of meetings or other events related to general promotional activities including:
 - i. Displays, posters, banners, demonstrations, and exhibits; and

- ii. Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other promotional events;
- (2) General promotional videos (not parenting videos);
- (3) Public relations consultants for general promotion of the partnership; and
- (4) Advertisements, newspaper inserts, and radio or television announcements other than those that publicize direct services for children and families.
- f. The following costs of promotional items and memorabilia (with or without a logo) are unallowable, including, but not limited to:
 - i. "Giveaway" items, including but not limited to, lunch bags, umbrellas, coffee mugs, stadium cups, license plates, stress balls, frisbees, etc.; and
 - ii. Jewelry, lapel pins, stickers and tattoos.
- g. The costs of billboards are unallowable.
- h. Due care and judgment must be used to ensure that public relation costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

24. Recognition Events

- a. Recognition events are defined as events to recognize individuals or agencies for performance. Costs associated with recognition events include the cost of renting facilities, meals, speakers' fees and the like.
- b. To the extent that these costs are identifiable with a specific service activity, they should be charged to that activity. These costs are allowable, provided that they have a documented legitimate business purpose and the event is identified in the contract activity description.
- c. Due care and judgment must be used to ensure that recognition events are not or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.
- d. Also see **Sections B.2, Alcoholic Beverages; B.10, Entertainment; B.13, Food; and B.15, Goods or Services for Personal Use.**

25. Rental Costs

- a. Rental costs are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition and value of the property leased.
- b. Rental costs under "sale and leaseback" arrangements are allowable only up to the amount that would be allowed had the partnership continued to own the property.

26. Selling and Marketing Expenses

- a. Costs of selling and marketing any products or services must be netted against any income derived.
- b. Losses on sales of products or services are unallowable.

27. Severance Pay

- a. Severance pay is a payment to employees whose employment is being involuntarily terminated. Severance pay is defined as an additional payment upon termination other than regular salaries and wages or vacation and sick leave payouts.
- b. Costs of severance pay are allowable only to the extent that in each case, it is required by (i) law, (ii) employer-employee contractual agreement; or (iii) policy approved by the Partnership Board of Directors in place at time of termination.
- c. **Costs of severance pay are unallowable for direct service providers or grantees.**

28. Travel

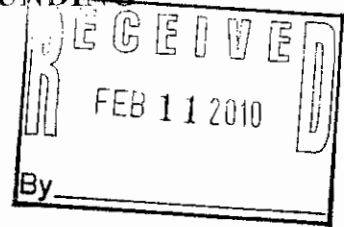
- a. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by individuals traveling on business.
- b. The maximum allowable payment for meals shall be the rates set by the State.
- c. Individuals may receive payment for meals for partial days of travel when traveling overnight and the partial day is the day of departure or the day of return.
- d. Individuals may receive payment for breakfast and evening meals when traveling when the following applies:
 - (1) Breakfast – departure from duty station/home prior to 6:00 a.m.
 - (2) Dinner – return to duty station/home after 8:00 p.m.
- e. Payment for lunch for travel away from home or duty station is unallowable if travel does not involve an overnight stay, with the exception that employees may receive payment for lunch when the employee's job requires attendance at a meeting in his or her official capacity and involves persons other than partnership employees.
- f. Payment for meals is unallowable if the meal is provided during a conference or workshop, or if the cost of the meal is included in the registration fee.
- g. Payment for breakfast for travel away from home or duty station on business is allowable even if the lodging establishment offers a free continental breakfast.
- h. The maximum allowable mileage reimbursement rate for the use of personal vehicles is the rate set by the State.
- i. Reimbursement of mileage for commuting is unallowable. "Commuting" is defined as "traveling between your home and your place of work."

- j. Every effort should be made to obtain the State rate for lodging. Excess lodging authorization must be obtained from the partnership Executive Director or his or her designee in order to reimburse for actual costs that exceed the State rate.
- k. Charges for recreation fees, such as movies and gym use, are unallowable.
- l. The actual cost of moderately-priced coach airfare is allowable. Due care should be taken to obtain economical airfare.
- m. The actual cost of moderately-priced vehicle rental is allowable.
- n. Attendance by multiple employees at out-of-state conferences should be limited. Staff attending should share information with other Partnership staff.
- o. International travel is unallowable.



2010-2011 APPLICATION FOR SMART START FUNDING

Due: February 12, 2010



I. APPLICANT INFORMATION

A. Applicant Organization

Legal Name: Union County Health Department

Mailing Address: 1224 W. Roosevelt Blvd., Monroe, NC 28110

Street Address (if different): _____

Phone: (704)296-4896 Fax: (704)296-4822 Email: stephanielester@co.union.nc.us OR pamelapate@co.uuion.nc.us

Name/Title of Contract Administrator: Phillip Tarte

Name/Title of Person Authorized to Sign Grant Agreement: Health Director

Federal Employer Identification Number: # 56-6000345

B. Proposal Information

Union Smart Start Activity Title: Smart Start Breastfeeding Peer Counselor Program

How many years have you received Smart Start funds for this activity? 9 years

Have you ever reverted Smat Start funds? Yes No

If so, in what years, and for how much and why? 2005-2006 reverted \$2214.61

C. Financials

Smart Start Funds Requested: \$ 57,664.00

Total Annual Project Budget: \$ 71,639.28 Smart Start Request as % of Total Annual Budget 80.5 %

For the *current* fiscal year, provide the following information:

<u>All Sources of Funding for this Activity</u>	<u>Amount Dollar Amount Pledged or Received</u>	<u>Percent of Total Annual Project Budget</u>
Union County Health Department	\$11,551.00	14.4%
Carolinas Medical Center Union	\$1,860.00	2.3%
Mecklenburg County Supplemental Food Program Region 3 Training Center	\$2,597.00	3.2%
Smart Start Funds	\$63,988.00	80%
TOTALS	\$ 79,996.00	100%

Phillip E Tarte, Director
Authorized Signature & Title

2-10-10
Date



2. PROGRAM SUMMARY

ACTIVITY TITLE: __Smart Start Breastfeeding Peer Counselor Program__

A. Think about the last 12-24 months . Describe the significant successes or achievements made by this program. *(250 word limit)*

- Breastfeeding initiation rate for the Union County WIC program has increased, as well as the number of mothers breastfeeding infants at 6 weeks of age and the number of moms attending the prenatal class.
- Improved communication between the WIC program and the Lactation Center at the local hospital

B. Describe the significant barriers and how the program overcame them. *(250 word limit)*

- Diversity in age amongst mothers has been a barrier for our program. We have had an increase in the amount of breastfeeding teen mothers seen in our clinic. We have been very fortunate to have access to other Smart Start resources, such as the teen pregnancy nurses at the high schools who have been very supportive and refer clients when needed.
- Time/scheduling has also been a barrier. At times, mothers are not able to attend our Tuesday/Wednesday morning prenatal class. We have begun to provide one-on-one sessions with these moms at their convenience, if needed.

C. Describe the importance of this program to the children of Union County, to families, to our future prosperity and the success of the Smart Start mission and why Smart Start should continue to fund this program. *(250 word limit)*

- Breastfeeding promotion has become an important public health issue with research confirming the superior nature of human milk and the positive effects on growth and health. The benefits include, but are not limited to:
 - Superior nutritional quality of breast milk
 - Immunological components
 - Cost savings for families
 - Enhanced mother-child bonding
 - Enhanced emotional and intellectual development
 - Savings in health care expenditures
 - Higher productivity due to fewer days lost to illness

Many groups, including the American Academy of Pediatrics, American Association of Family Physicians, American College of Obstetricians and Gynecologists, and Academy of Breastfeeding Medicine, recommend that infants receive their mother's milk for at least the first year of life. For breastfeeding to be successful, all mothers must have the broad support of their family, friends, communities, health care providers, insurers, workplaces and policy makers. This supportive environment provided by the Smart Start Breastfeeding Peer Counselor Program can empower mothers to successfully breastfeed their infants.



3. EVALUATION PLAN with Output Targets for 2010-2011

ACTIVITY TITLE: Smart Start Breastfeeding Peer Counselor Program

Data Collection					Analysis & Reporting	
<i>What data* will be collected?</i>	<i>Output Targets*</i>	<i>Who will collect the data?</i>	<i>How will it be collected?</i>	<i>When will it be collected?</i>	<i>How will the data be reported?</i>	<i>When will the data be reported?</i>
Postpartum women served	1177	Program coordinator	Clinic routing encounter	Daily	Monthly/Quarterly reports	Monthly/Quarterly
Women initiating breastfeeding	885	Peer counselor	Clinic routing encounter	Daily	Monthly/Quarterly reports	Monthly/Quarterly
Postpartum women breastfeeding at 6 weeks	445	Peer counselor	DHHS form #3983	Weekly	Monthly/Quarterly reports	Monthly/Quarterly
Postpartum women breastfeeding at 6 months	111	Peer counselor	DHHS form #3983	Weekly	Monthly/Quarterly reports	Monthly/Quarterly
Prenatal breastfeeding class attendance	258	Program coordinator	Class attendance roster	Monthly	Monthly/Quarterly reports	Monthly/Quarterly
Breastfeeding support phone calls made	na	Program coordinator	DHHS form #3985	Monthly	Monthly/Quarterly reports	Monthly/Quarterly

(*based on existing Logic Model or updated Logic Model for new program element and proposed budget)



4. BUDGET NARRATIVE --2010-2011

ACTIVITY TITLE: Smart Start Breastfeeding Peer Counselor Program			
Budget Line Item	2010-11 Smart Start Funds Requested	2009-10 Smart Start Funds Allocated	Budget Narrative: 1. Provide details for items included in each line item where funds have been requested. 2. Explain changes of 10% or more from prior allocation. USE AS MUCH SPACE AS NEEDED.
11) Personnel	\$ 50,500.00	\$ 56,041.00	salary & benefits for 1.4 FTE; decreased for expected cut in SS funding
12) Contracted Services	\$ 3,700.00	\$ 4,100.00	services to support personnel due to increasing breastfeeding caseload; decreased for expected cut in SS funding
13) Total Personnel & Contracted Services	\$ 54,200.00	\$ 60,141.00	
14) Office Supplies & Materials	\$ 47.00	\$ 52.00	copy paper, printer cartridges, etc; decreased for expected cut in SS funding
15) Service Related Supplies	\$ 1,800.00	\$ 2,000.00	breastfeeding supplies (nipple shields, pump kits, bra pads, lanolin, etc.); decreased for expected cut in SS funding
16) Total Supplies & Materials	\$ 1,847.00	\$ 2,052.00	
17) Travel	\$ 400.00	\$ 443.00	breastfeeding conference travel, expenses for continuing education; decreased for expected cut in SS funding
18) Communications & Postage			
19) Utilities			
20) Printing & Binding			
21) Repair and Maintenance			
22) Meeting/Conference Expense	\$ 720.00	\$ 800.00	breastfeeding conference fees, World Breastfeeding Week activities; decreased for expected cut in SS funding
23) Employee Training (no travel)	\$ 360.00	\$ 400.00	training materials and fees; decreased for expected cut in SS funding
24) Classified Advertising	\$ 90.00	\$ 100.00	yearly print ad; decreased for expected cut in SS funding
25) In-State Board Meeting Expense			
26) Total Non-Fixed Operating Expenses	\$ 1,570.00	\$ 1,743.00	

27) Office Rent (Land, Buildings, etc.)			
28) Furniture Rental etc.)			
30) Vehicle Rental			
31) Dues & Subscriptions	\$ 47.00	\$ 52.00	decreased for expected cut in SS funding
32) Insurance & Bonding			
33) Books/Library Reference Materials			
34) Mortgage Principal, Interest & Bank Fees			
35) Other Expenses			
36) Total Fixed Charges & Other Expenses	\$ 47.00	\$ 52.00	
37) Buildings & Improvements			
38) Leasehold Improvements			
39) Furniture/Non-Computer Eqpt., \$500+/item			
40) Computer Eqpt./Printers, \$500+/item			
41) Furniture/Eqpt., under \$500/item			
42) Total Property & Equipment	\$ -	\$ -	
43) Purchases of Services			
44) Contracts with Service Providers			
45) Stipends/Scholarships/Bonuses			
46) Cash Grants and Awards			
47) Non-Cash Grants and Awards			
48) Total Services, Contracts & Grants	\$ -	\$ -	
49) Total Participant Training Expenses			
50) Total Budgeted Expenditures	\$ 57,664.00	\$ 63,988.00	



5. PERSONNEL LISTING

ACTIVITY TITLE: Smart Start Breastfeeding Peer Counselor Program

For each individual (staff or contracted) to be funded through this Smart Start activity, please complete the following chart and attach the appropriate job/position description.

Name	Position Title	Personnel Cost (total of salary, benefits, etc.)
Mercedes Colon	Breastfeeding peer counselor	\$38,700
part-time position TBD	Breastfeeding peer counselor	\$15,500
Total Personnel Cost (should equal Budget Line 13)		\$54,200



**COMMUNITY HEALTH
ASSISTANT-PEER
BREASTFEEDING COUNSELOR**

Class Code:
4152

UNION COUNTY
Established Date: May 15, 2008
Revision Date: May 15, 2008

SALARY RANGE

\$10.82 - \$16.22 Hourly
\$865.23 - \$1,297.85 Biweekly
\$1,874.67 - \$2,812.00 Monthly
\$22,496.00 - \$33,744.00 Annually

GENERAL STATEMENT:

I. A. Primary Purpose of Organizational Unit:

The primary purpose of the Union County Health Department is to promote and protect the health of the citizens of its county through the administration and/or implementation of a wide variety of public health programs, including the maternal and child health (MCH) programs. Among the MCH services are maternal health, women's preventive health, child health, immunizations, breastfeeding promotion, Women, Infants and Children Special Supplemental Program (WIC), and other nutrition services.

B. Primary Purpose of Position: The primary purpose of this position is to serve as a role model, educator, and support person for pregnant women and new mothers. The counselor provides breastfeeding education and support, and acts as a resource to women who plan to breastfeed or are currently breastfeeding. The job involves:

- providing support and encouragement to prenatal and Breastfeeding women participating in WIC;
- teaching classes on basic breastfeeding;
- counseling women on basic lactation management;
- being an advocate for breastfeeding women in the health care system, community, and workplaces;
- being a partner with health care professionals to promote breastfeeding;
- participating in the breast pump loan program by assessing client need and loaning breast pumps to women in the WIC Program;
- assisting in planning World Breastfeeding Day;

The Breastfeeding Peer Counselor works under the direct supervision of the Breastfeeding Coordinator who is trained in lactation.

C. Work Schedule: Scheduled work hours are Monday - Friday, 8:00 a.m. to 5:00 p.m.

ESSENTIAL FUNCTIONS:

II. A. Description of Responsibilities and Duties:

1. Provides consultation, education and emotional support to a caseload of prenatal and breastfeeding women and their families.

Assists women and babies in learning techniques of breastfeeding, including positioning and

anticipatory guidance to reduce the occurrence of health programs. Discusses appropriateness of using breastfeeding aids (clothing, breast shells, supplemental nutrition systems, electric and manual breast pumps, etc.).

2. Provides:

- scheduled and unscheduled phone contact to women with breastfeeding problems;
- weekly phone contact to all postpartum breastfeeding women for the first 3 weeks after delivery;
- appropriate counseling when discussing breastfeeding concerns;
- anticipatory guidance based on assessment;
- recommendations for referrals to the certified lactation consultant at Union Regional Medical Center, breastfeeding coordinator, or nutritionist, when concerns and problems are identified;
- provides outreach information about the WIC and the Breastfeeding Peer Counselor Program.
- reviews and discusses appropriateness of educational material for the population group served, and recommends any additional materials that are needed;
- participates in breastfeeding continuing education training to remain current on breastfeeding information;
- participates in breastfeeding promotion and support activities as designated by supervisor;
- attends and participates in Health Department, Peer Counselor, and WIC staff meetings;
- teaches basic breastfeeding class to prenatal clients;

3. Assesses breastfeeding mothers and infants in the Health Department, using established protocol, to identify mothers in need of personal attention. Assesses mother's concerns/problems and is trained to know when referrals are appropriate following protocols targeted for the different stages of breastfeeding. Assesses client need for a breast pump and loans the pump when warranted.

4. Assists mothers in implementing special plans for the continuing of breastfeeding in non-routine situations such as:

- minor illnesses;
- returning to work or school;
- temporary mother-baby separation;
- minor variations in milk supply;
- moderate breast engorgement or plugged milk ducts.

5. Documents and maintains records for:

- daily logs of all client contracts;
- all breastfeeding education activities;

All documentation will follow policies and procedures set forth in the North Carolina Breastfeeding Peer Counselor Program Manual.

B. Other Position Characteristics:

1. Accuracy Required in Work: The person in this position will have a working knowledge of the WIC Program and other services offered by the Health Department. This person must be able to accurately communicate breastfeeding education information. Reports and documentation of activities must be accurate.

2. Consequence of Error: Services provided will assist clients in making an infant feeding decision and in having a successful breastfeeding experience. There could be serious

consequences to maternal and/or infant health if the breastfeeding peer counselor provided inappropriate or incorrect information or failed to recognize and refer mothers and infants with problems.

3. Instructions Provided to Employee: Duties are performed according to state and local policies. The employee may also receive written or verbal instructions from the lactation consultant, breastfeeding coordinator, WIC Director, or other clinic staff. This person will go through a peer counselor training programs, developed for state-wide use, provided by the Union County WIC Program.

4. Variety and Purpose of Personal Contacts: Work primarily involves both face-to-face and telephone contacts with a culturally diverse, high risk population of low-income pregnant and breastfeeding women and young infants, for the purpose of encouraging and supporting breastfeeding as the method of infant feeding. The peer counselor will also work with hospital clinic staff, social services staff, and with community groups.

5. Machines, Tools, Instruments, Equipment, and Materials Used: The employee must have working knowledge on the use of manual and electric breast pumps. Training will be provided. Standard A-V equipment, phones, pagers, voicemail, and pc (computer) will also be used.

III. Knowledge, Skills & Abilities, Training, and Experience Requirements:

A. Knowledge, Skills & Abilities: The employee will need:

- basic knowledge of the social, economic, and environmental conditions of clients to be served;
- basic knowledge of the community and available resources;
- interpersonal skills for establishing rapport and relating to both the population served and to a variety of service disciplines (physicians, mid-wives, nutritionists, nurses, hospital staff, and lactation consultants);
- the ability to communicate clearly both verbally and in writing;
- the ability to follow written and verbal instructions;
- the ability to learn counseling techniques and communication skills;
- written and verbal language skills in both English and Spanish required.

EDUCATION AND EXPERIENCE:

High school diploma or GED required. Must have breastfed an infant for at least six months.

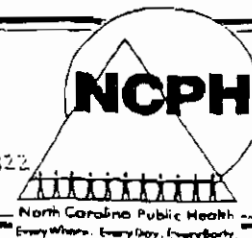
SPECIAL REQUIREMENTS:

Valid North Carolina driver's license. Before gaining permanent status, the employee must satisfactorily complete a Breastfeeding Peer Counselor Training Course.



Union County Health Department

1224 W Roosevelt Blvd. • Monroe, NC 28110 • Phone (704) 296-4800 • Fax (704) 296-4822



FAX TRANSMITTAL COVER SHEET

Date 2/16/10

To Union Smart Start

Attn Cindy Scarborough

Fax # (704) 226 1369 Telephone # _____

of pages including coversheet 4

From Stephanie Lester

*Union County Health Department
WIC Program
1224 W. Roosevelt Blvd.
Monroe, NC 28110*

Fax # (704) 296-4822

Telephone # (704) 296-4800

Comments Here is the job description
you requested Sorry I forgot
to send it originally.
Thanks! SL

CONFIDENTIALITY NOTICE: This facsimile transmission contains privileged and confidential information intended only for the use of the individual or entity named herein. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure, distribution, copying or taking any action in reliance of the contents of this transmission in error is **STRICTLY PROHIBITED**. If you are not the intended recipient, please notify the Union County Health Department by telephone at the above number immediately. We will arrange for the pickup of the information that was transmitted in error. Thank you.

6. Planning Budget for 2010-2011

Partnership: UNION SMART START		Fiscal Year: July 1, 2010 through June 30, 2011			
Direct Services Provider: Union Co. Health Dept.		Smart	In-Kind	Cash	Total
Contract #:	Activity #:	Start	Funds	Match	Funds
Activity Name: Smart Start Breastfeeding		Funds	Amount	Amount	Amount
11) Personnel		\$50,500.00	\$2,840.00		\$53,340.00
12) Contracted Services		\$3,700.00	\$4,735.28		\$8,435.28
13) Total Personnel/Contracted Services		\$54,200.00	\$7,575.28	\$0.00	\$61,775.28
14) Supplies & Materials		\$47.00			\$47.00
15) Service-Related Supplies and Materials		\$1,800.00			\$1,800.00
16) Total Supplies & Materials		\$1,847.00	\$0.00	\$0.00	\$1,847.00
17) Travel		\$400.00			\$400.00
18) Communications & Postage					\$0.00
19) Utilities					\$0.00
20) Printing & Binding					\$0.00
21) Repair and Maintenance					\$0.00
22) Meeting/Conference Expense		\$720.00			\$720.00
23) Employee Training (no travel)		\$360.00			\$360.00
24) Advertising and Publicizing		\$90.00			\$90.00
25) Not Available for Use					\$0.00
26) Total Non-Fixed Operating Expenses		\$1,570.00	\$0.00	\$0.00	\$1,570.00
27) Office Rent (Land, Buildings, etc.)			\$6,400.00		\$6,400.00
28) Furniture Rental					\$0.00
29) Equipment Rental (Phones, Computer, etc.)					\$0.00
30) Vehicle Rental					\$0.00
31) Dues & Subscriptions		\$47.00			\$47.00
32) Insurance & Bonding					\$0.00
33) Books (Library Reference Materials)					\$0.00
34) Not Available for Use					\$0.00
35) Other Expenses					\$0.00
36) Total Fixed Charges & Other Expenses		\$47.00	\$6,400.00	\$0.00	\$6,447.00
37) Not Available for Use					\$0.00
38) Not Available for Use					\$0.00
39) Furniture/Non-Computer Eqpt., \$500+ per item					\$0.00
40) Computer Equipment/Printers, \$500+ per item					\$0.00
41) Furniture/Eqpt., under \$500 per item					\$0.00
42) Total Property & Equipment Outlay		\$0.00	\$0.00	\$0.00	\$0.00
43) Purchases of Services					\$0.00
44) Not Available for Use					\$0.00
45) Awards (including scholarships and bonuses)					\$0.00
46) Cash Grants					\$0.00
47) Non-Cash Grants					\$0.00
48) Total Services/Contracts/Grants		\$0.00	\$0.00	\$0.00	\$0.00
49) Total Participant Training Expense					\$0.00
50) Total Budgeted Expenditures		\$57,664.00	\$13,975.28	\$0.00	\$71,639.28

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 8/2/10

Action Agenda Item No. 7/27
(Central Admin. use only)

SUBJECT: Smart Start Smiles

DEPARTMENT: Public Health

PUBLIC HEARING: No

ATTACHMENT(S):
Smart Start Smiles Contract

INFORMATION CONTACT:
Jackie Morgan

TELEPHONE NUMBERS:

704-296-4825

DEPARTMENT'S RECOMMENDED ACTION: Accept \$78,000, in Contracted Funds for the Smiles Program

BACKGROUND: The Union County Smart Start Smiles program is designed to reduce the dental disease among young children through education, screenings, referrals, preventive care and restorative care.

The program employs one dental hygienist (30 hours/week) and one bilingual administrative assistant (15 hours/week).

These individuals screen for decay and dental problems at daycare centers and public schools where the children are ages 0-5 and make the appropriate referrals for treatment. The hygienist also works some direct treatment hours in the clinic.

Funds from the program are also used to treat pregnant women, who fall out of the income guidelines, to ensure the health of the unborn child. These dollars offset 80% of the income based clinic fee, paid by families for dental work performed by the UCHD dental clinic.

Included in the grant are emergency funds to treat children, either in-house or referrals, who lack the ability to seek dental care elsewhere.

This is an annual, competitive grant awarded to the Union County Health Department in the amount of \$78,000 towards the continuation of the agency's multiyear program.

FINANCIAL IMPACT: \$78,000 from Smart Start, \$7,800 (10% match) consisting of in-kind contribution.

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

2551

Party/Vendor Name: Union Smart Start
Party/Vendor Contact Person: Patsy Walden Contact Phone: 704-226-1407
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: P.O. Box 988 City: Monroe State: NC Zip: 28111
Department: Health Amount: \$78,000
Purpose: Smart Start Smiles grant
Budget Code(s)(put comma between multiple codes): 10551150 - XXXX - 13341
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. East Date: 7-20-10

Approval by Board **ATTORNEY** This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No
Approval by Manager (less than \$20,000)
Approval by Manager per authorization of Board
Date of Board authorization: _____ Attorney's Signature: _____
Approval by Manager subject to authorization by Board
Date Board authorization requested: 8/2/10 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: Derek P. [unclear] Date: 7/23/10

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

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: _____

FINANCIAL ASSISTANCE CONTRACT

11-227

Between

UNION SMART START

And

UNION COUNTY HEALTH DEPARTMENT

FEDERAL TAX ID #56-6000345

1. Parties to the Contract:

This Contract is hereby entered into by and between Union Smart Start, (the "Local Partnership") and the Union County Health Department, (the "Contractor") (referred to collectively as the "Parties").

2. Effective Period:

This Contract shall be effective on July 1, 2010 and shall terminate on June 30, 2011 with the option to extend, if mutually agreed upon, through a written amendment as provided for in this Contract.

3. 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 this Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Local Partnership.

4. Subcontracting:

The Contractor shall not subcontract any of the work contemplated under this Contract without prior written approval from the Local Partnership. Any approved subcontract shall be subject to all conditions of this Contract. The Local Partnership shall not be obligated to pay for work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors and shall not be relieved of any of the duties and responsibilities of this Contract.

5. Assignment:

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

6. Beneficiaries:

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 the Local Partnership 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 the Local Partnership and Contractor that any such person or entity, other than the Local Partnership or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

7. Key Personnel:

The Contractor shall not replace any of the key personnel assigned to the performance of this Contract without written approval of the Local Partnership. The individuals designated as “key personnel” for purposes of this Contract are those specified in the Contractor’s proposal and such others as the Parties may agree.

8. Indemnification:

To the extent permitted by applicable law, the Contractor agrees to indemnify and hold harmless the State of North Carolina (the “State”), the Division of Child Development of the North Carolina Department of Health and Human Services (the “Division”), The North Carolina Partnership for Children, Inc. (“NCPC”), the Local Partnership and 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.

This Section shall not apply to state agencies.

9. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address; telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Local Partnership:

Mary Ann Raspberry, Executive Director
Union Smart Start
105C Cedar Street
PO Box 988
Monroe, NC 28111
Telephone: 704-226-1407 Fax: 704-226-1369
Email: mrasberry@unionsmartstart.org

For the Contractor:

Phillip Tarte, Health Director
Union County Health Department
1224 W. Roosevelt Blvd.
Monroe, NC 28110
Telephone: 704-296-4801 Fax: 704-296-4822
Email: philliptarte@co.union.nc.us

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 exclusive venue for any legal proceedings shall be Union County, North Carolina. The place of this Contract, and all transactions and 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 the validity, construction, interpretation, and enforcement shall be determined.

11. Precedence Among Contract Documents:

This Contract and any documents incorporated specifically by reference constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The Contract Document has the highest precedence, followed by the Contract Amendments, followed by the Contractor’s proposal. If there are multiple Contract

Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

12. 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.

13. Availability of Funds:

The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Local Partnership. In the event funds are unavailable, the Local Partnership may terminate this Contract by giving written notice to the Contractor, specifying the effective date of termination.

14. Authorized Use of Funds:

The Contractor shall use or expend the funds provided by this Contract only for the purposes for which they were appropriated by the North Carolina General Assembly and as defined in the Early Childhood legislation. Further, the funds provided by the Local Partnership shall be used by the Contractor only for the purposes and activities specified in Attachment I, which is attached hereto; any amendments or additions to Attachment I; and in the Contractor's proposal, which is incorporated by reference as if fully set forth herein.

15. Responsibilities of the Local Partnership:

The Local Partnership shall perform the following:

- A. Reimburse the Contractor for its allowable costs of services incurred in providing the activities described in Attachment I in accordance with the approved budget in Attachment II and subsequent amendments to these Attachments.
- B. Perform on-site financial and programmatic monitoring of the Contractor for compliance with the terms of this Contract; and
- C. Specify all reports and other deliverables required from the Contractor.

16. Responsibilities of the Contractor:

The Contractor shall perform the following:

- A. Provide the services described in Attachment I in accordance with the terms of this Contract and in accordance with the approved budget in Attachment II; and in compliance with the Smart Start Cost Principles in Attachment III; and subsequent amendments to the Attachments and in the project proposal submitted by the Contractor which is incorporated herein by reference as if fully set forth herein. Any portion of payment under this Contract not used for these purposes must revert to the Local Partnership and thereafter to the funding source as appropriate. Any condition or purpose set forth in this Contract shall take precedence over any conflicting provision in the proposal submitted by the Contractor.

- B. Receive approval from the Local Partnership of any activity changes by the Contractor prior to implementation. Budget amendments must also receive advance approval from the Local Partnership.
- C. Report all expenditures on the cash basis of accounting. The Contractor will submit to the Local Partnership, in such form and by such date as specified by the Local Partnership, a financial status report for each activity in order to claim reimbursement for allowable costs incurred under the Contract.

The certified expenditure report must be submitted no less frequently than monthly to the Local Partnership.

- D. Make available all records, including 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 the Local Partnership, NCPC, the Division, or the North Carolina Office of State Auditor or applicable Federal agencies. The Contractor agrees that the Local Partnership or its agent has the right to audit the records of the Contractor pertaining to this Contract both during performance and after completion.
- E. Submit to the Local Partnership any other plans, reports, documents or other products that the Local Partnership may require in the form specified by the Local Partnership.
- F. Attend scheduled meetings with the Local Partnership and/or NCPC as requested.
- G. Use Program Income earned under this Contract, with written permission of the Local Partnership, only to enhance the activities performed under this Contract or to decrease the cost to the Local Partnership of performing those activities. Program income includes, but is not limited to, income from services rendered, the use or rental of personal property acquired with State funds, sales of commodities acquired with State funds, and interest earnings on State-funded deposits.
- H. Submit to the Local Partnership with the final report of expenditures, in such form as specified by the Local Partnership, an accounting of all program income earned and expended.
- I. Publicize the activities performed under this Contract as being funded by the Local Partnership and Smart Start.

Direct Service Provider (DSP) agrees to acknowledge Union Smart Start as a funding source. Any and all activities which the DSP engages in shall identify Union Smart Start by way of logo imprints provided by the partnership on all items published, mailed or disseminated, preceded by the phrase 'funded by'.

Activity names shall include the words 'Smart Start' and be used at all times when referring to the programs.

Failure by the DSP to comply with these contractual stipulations shall be just cause for the Union Smart Start Board to immediately review the contract status with the possibility for funding revisions or revocation of any remaining funding for the contractual year involved.

- J. Maximize the use of in-kind (volunteers, goods, services, facilities) and cash contributions, maintaining written documentation of cash and in-kind contributions, and quantify and report to the Local Partnership on a quarterly basis these contributions and any other direct or indirect funding the Local Partnership funds have leveraged.

- K. Report suspected child abuse, neglect, or dependency as defined in N.C.G.S. §7B-101.
- L. Ensure that no funds from this Contract will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive.
- M. Ensure adherence to N.C.G.S. §143B-168.10.-143B-168.16. and as modified by 2009 Session Law.
- N. Participate in the Local Partnership's evaluation process and develop measurable outcomes for evaluating the funded activities.
- O. Ensure that this Contract and all referenced attachments and subsequent amendments thereto have been reviewed.

17. Compliance with Cost Principles:

The Contractor will not be reimbursed for expenditures incurred under this Contract that do not comply with the Smart Start Cost Principles, which are incorporated herein as Attachment III, and the North Carolina State cost principles, as applicable.

18. Amount of Reimbursement:

The total amount reimbursed by the Local Partnership to the Contractor under this Contract shall not exceed \$ 78,000.00.

19. Payment Provisions:

A. Payment Procedure:

Monthly reimbursements shall be made for actual expenditures made in accordance with the approved budget on file with both Parties and reported in the monthly expenditure report submitted by the Contractor.

B. Withholding of Payment:

The Local Partnership has the authority to withhold payment if the Contractor fails to make significant progress toward achieving outcomes as defined in the project proposal as approved by the Local Partnership, or if the quality of services provided fails to meet Local Partnership standards and expectations for any reason, or if the Contractor fails to submit required reports.

C. Reimbursements:

Reimbursements for expenditures will not occur under this Contract subsequent to June 30, 2011.

20. Reversion of Unexpended Funds:

Any unexpended funds held by the Contractor upon termination or completion of the Contract shall be reported and reverted to the Local Partnership with the final report of expenditures.

21. Reporting and Audit Requirements:

The Contractor shall comply with all rules and reporting requirements established by statute or administrative rules.

NCAC Title 09 NCAC 03M, "Uniform Administration of State Grants," establishes reporting thresholds and requirements for non-governmental grantees and subgrantees of State funds. The three reporting thresholds are:

- A. A grantee that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
 - 2) An accounting of the State funds received, used, or expended.

- B. A grantee that receives, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) and up to and including five hundred thousand dollars (\$500,000) within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - 2) An accounting of the State funds received, used, or expended; and
 - 3) A description of activities and accomplishments undertaken by the grantee with the State funds.

- C. A grantee that receives, uses, or expends State funds in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year must, within nine months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - 2) An audit prepared and completed by a licensed Certified Public Accountant; and
 - 3) A description of activities and accomplishments undertaken by the grantee with the State funds.

The Contractor shall use the forms specified by the Local Partnership in making reports to the Local Partnership.

The Contractor's fiscal year runs from July 1 to June 30.

22. Subgrantees:

The Contractor has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Contractor to comply with the standards set forth in this Contract.

23. Sales/Use Tax Refunds:

If eligible, the Contractor and all subgrantees shall (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. §105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

24. Care of Property:

The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Local Partnership for loss of, or damage to, such property. When the property provided or purchased is no longer needed or used for the performance of services under this Contract, or at the termination of this Contract, the Contractor shall contact the Local Partnership for instructions as to the disposition of such property and shall comply with these instructions.

25. Personal Property:

Personal property includes, but is not limited to furniture, equipment and materials. Title to personal property acquired by the Contractor with funds from this Contract shall vest in the Contractor, subject to the following conditions:

- A. The Contractor shall use the personal property in the project or program for which it was acquired as long as needed. When the personal property is no longer needed for the project or program or if operations are discontinued or, at the termination of this Contract, the Contractor shall notify the Local Partnership and receive written instructions regarding disposition of the personal property.
- B. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of personal property costing in excess of \$500 per item.
- C. Any unused or unneeded personal property held by the Contractor shall be reported to the Local Partnership and used or returned in accordance with Local Partnership instructions.

26. Access to Persons and Records:

The Office of State Auditor shall have access to persons and records as a result of this Contract in accordance with N.C.G.S. §147-64.7. Additionally, as funding authorities, the State, the Division, NCPC, and the Local Partnership shall have access to persons and records as a result of this Contract.

The Office of State Auditor has audit oversight for all organizations that receive, use or expend State funds. The Contractor shall, upon request, furnish to the Office of State Auditor, the Division, the Local Partnership, and NCPC all financial books, records, and other information requested by them to provide full accountability for the use and expenditure of State funds. In addition, the Office of State Auditor, the Division, NCPC, and the Local Partnership shall have access to the working papers of the Contractor's independent auditor for review as considered necessary.

27. Record Retention:

The State's basic records retention policy requires all grant records to be retained for a minimum of five years following completion or termination of the Contract or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

28. Conflict of Interest Policy:

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 the Local Partnership in writing of any instances that might have the appearance of a conflict of interest.

The Local Partnership shall not be required to make any payments until it has received a notarized copy of the Contractor's policy addressing conflict of interest. The policy shall address situations in which the Contractor's employees and the members of its board of directors or other governing body may directly or indirectly benefit from the Contractor's disbursing of funds under this Contract and shall include actions to be taken by the Contractor or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

29. Insurance:

During the term of the Contract, the Contractor shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Contractor shall provide and maintain Worker's Compensation, Commercial General Liability, and Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of the Contract as required to protect the State, the Division, NCPC, and the Local Partnership against claims that may arise from the Contractor's performance.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

30. Confidentiality:

Any confidential information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Local Partnership. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

31. Copyrights and Ownership of Deliverables:

All deliverable items produced pursuant to this Contract are the exclusive property of the Local Partnership. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

32. Equal Employment Opportunity:

The Contractor shall comply with all Federal and State laws relating to equal employment opportunity.

33. 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.

34. Advertising:

The Contractor shall not use the award of this Contract as a part of any news release or commercial advertising.

35. Statement of No Overdue Tax Debts:

The Contractor certifies that it does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level. The Contractor understands that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1.

36. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this Contract shall be used only to supplement, not supplant, the total amount of Federal, State, and local public funds that the Contractor otherwise expends for services on behalf of young children and their families. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services. In the event of supplantation, the Local Partnership may immediately reduce or terminate funding under this Contract.

37. Disbursements:

As a condition of this Contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements.

- A. Implement adequate internal controls over disbursements;
- B. Pre-audit all vouchers presented for payment to determine:
 - 1) Validity and accuracy of payment
 - 2) Payment due date
 - 3) Adequacy of documentation supporting payment
 - 4) Legality of disbursement;
- C. Assure adequate control of signature stamps/plates;
- D. Implement accounting procedures to ensure that expenditures incurred under this Contract may be readily identified and reported; and,
- E. Assure that an individual does not sign a check payable to himself/herself or to an organization for which there is a real or perceived conflict of interest.

38. Health Insurance Portability and Accountability Act (HIPAA):

The Contractor agrees that, if the Local Partnership determines that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Local Partnership may require to ensure compliance.

39. Amendment:

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

40. Force Majeure:

Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

41. Suspension:

This Contract may be suspended in whole or in part upon 10 days written notice, to the Contract Administrator noted in Section 9, by the Local Partnership if the Contractor has materially failed to comply with the terms and conditions of the Contract, including all attachments and amendments.

Suspension shall remain in effect until:

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

42. Default and Termination:

- A. The Parties may terminate this Contract by mutual consent with 10 days notice to the other Party.
- B. This Contract may be terminated in whole or in part by either Party, with 30 days 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.
- C. If, through any cause, the Contractor shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Local Partnership shall have the right to terminate this Contract by giving written notice to the Contractor's Contract Administrator as noted in Section 9, delivered by certified mail with return receipt requested, or in person and specifying the effective date thereof.

After receipt of a notice of termination and except as otherwise directed by the Local Partnership, 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.

In that event, all finished or unfinished deliverable items prepared by the Contractor under this Contract shall, at the option of the Local Partnership, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Local Partnership for damages sustained by the Local

Partnership by virtue of the Contractor’s breach of this agreement, and the Local Partnership may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Partnership from such breach can be determined. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this Contract.

- D. The Local Partnership may terminate the Contract on any date specified by the Local Partnership if funds are no longer available.

43. Waiver of Default:

Waiver by the Local Partnership 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 this Contract unless stated to be such in writing, signed by an authorized representative of the Local Partnership and the Contractor and attached to the Contract.

44. Time of the Essence:

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

45. 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 continue to be enforced 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.

46. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

In Witness Whereof, the Contractor and Local Partnership have executed this Contract in duplicate originals, with one original being retained by each Party.

UNION SMART START

BY: _____ Date
Mary Ann Rasberry, Executive Director

UNION COUNTY HEALTH DEPARTMENT

BY: _____ Date
Al Greene, County Manager

Attachment I
Contract Activity Description

Smart Start Smiles, Activity ID# 227

The Union County Health Department (UCHD) will reduce dental disease among young children through education, screenings, referrals, preventive care and restorative care. The Smart Start Smiles activity will provide the services of up to 1.5 full time equivalents (to include a dental hygienist and a Spanish-speaking bilingual assistant, as needed) for dental screenings and age-appropriate oral health education for children ages birth to five (not yet in kindergarten) in the UCHD Women, Infants and Children (WIC), maternal, well child, family planning and dental clinics and other community locations. Smart Start funds will support restorative treatment, through purchase of services in the UCHD Dental Clinic or private dental clinics, as well as more extensive dental services from specialists for those children who are not Medicaid eligible or insured, as funds permit. Pregnant women without insurance or the ability to pay may be treated to insure the health of their unborn child.

**Budget Revision/Amendment Change Sheet
for Direct Services Provider
Activities**

	A	B	C	D
1	Local Partnership: Union Smart Start	Fiscal Year: 10/11	Amendment #:	Revision #:
2	Direct Services Provider: Union County Health Dept.	2010-11		Eff. Date: 7/1/10
3	Purpose Service Code - ID#: 5407 / 227	Current	Amount	New
4	Activity: Smart Start Smiles	Amount	Changed	Amount
5				
6	11) Personnel		\$0.00	\$0.00
7	12) Contracted Services	\$48,000.00	\$0.00	\$48,000.00
8	13) Total Personnel/Contracted Services	\$48,000.00	\$0.00	\$48,000.00
9				
10	14) Office Supplies & Materials	\$1,000.00	\$0.00	\$1,000.00
11	15) Service Related Supplies	\$5,000.00	\$0.00	\$5,000.00
12	16) Total Supplies & Materials	\$6,000.00	\$0.00	\$6,000.00
13				
14	17) Travel		\$0.00	\$0.00
15	18) Communications & Postage		\$0.00	\$0.00
16	19) Utilities		\$0.00	\$0.00
17	20) Printing & Binding		\$0.00	\$0.00
18	21) Repair and Maintenance		\$0.00	\$0.00
19	22) Meeting/Conference Expense		\$0.00	\$0.00
20	23) Employee Training (no travel)		\$0.00	\$0.00
21	24) Classified Advertising		\$0.00	\$0.00
22	25) In-State Board Meeting Expense		\$0.00	\$0.00
23	26) Total Non-Fixed Operating Expenses	\$0.00	\$0.00	\$0.00
24				
25	27) Office Rent (Land, Buildings, etc.)		\$0.00	\$0.00
26	28) Furniture Rental		\$0.00	\$0.00
27	29) Equipment Rental (Phones, Computer, etc.)		\$0.00	\$0.00
28	30) Vehicle Rental		\$0.00	\$0.00
29	31) Dues & Subscriptions		\$0.00	\$0.00
30	32) Insurance & Bonding		\$0.00	\$0.00
31	33) Books/Library Reference Materials		\$0.00	\$0.00
32	34) Mortgage Principal, Interest and Bank Fees		\$0.00	\$0.00
33	35) Other Expenses: provide explanation		\$0.00	\$0.00
34	36) Total Fixed Charges & Other Expenses	\$0.00	\$0.00	\$0.00
35				
36	37) Buildings & Improvements		\$0.00	\$0.00
37	38) Leasehold Improvements		\$0.00	\$0.00
38	39) Furniture/Non-Computer Eqpt., \$500+ per item		\$0.00	\$0.00
39	40) Computer Equipment/Printers, \$500+ per item		\$0.00	\$0.00
40	41) Furniture/Eqpt., under \$500 per item		\$0.00	\$0.00
41	42) Total Property & Equipment Outlay	\$0.00	\$0.00	\$0.00
42				
43	43) Purchases of Services		\$0.00	\$0.00
44	44) Contracts With Service Providers		\$0.00	\$0.00
45	45) Stipends/Scholarships/Bonuses		\$0.00	\$0.00
46	46) Cash Grants and Awards		\$0.00	\$0.00
47	47) Non-Cash Grants and Awards	\$24,000.00	\$0.00	\$24,000.00
48	48) Total Services/Contracts/Grants	\$24,000.00	\$0.00	\$24,000.00
49				
50	49) Total Participant Training Expense		\$0.00	\$0.00
51				
52	50) Total Budgeted Expenditures	\$78,000.00	\$0.00	\$78,000.00

The North Carolina Partnership for Children, Inc.
Smart Start Cost Principles
Revised July 2, 2007

Purpose

This document establishes principles for determining costs that may be paid with State Smart Start funds. These Cost Principles are not intended to address all items of cost.

Effective July 1, 2005, the State adopted new administrative rules, Title 09 NCAC 03M, "Uniform Administration of State Grants," applicable to non-State entities that receive grants of State funds. These rules provide that Federal Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," be used in the determination of allowable uses of State funds.

OMB Circular A-87 specifies that OMB Circular A-122, "Cost Principles for Non-Profit Organizations," should be used by not-for-profit organizations. Accordingly, these Cost Principles incorporate the relevant provisions of OMB Circular A-122.

Applicability

These Cost Principles are applicable only to Smart Start funds, including program income, and supersede any prior guidance for the items listed. Other sources of funds may have specific guidelines and principles that must be used for their funds. Accordingly, each grant agreement or contract related to sources of funds other than Smart Start should be reviewed carefully to ensure compliance with requirements.

These Cost Principles apply to The North Carolina Partnership for Children, Inc., the local partnerships, and their direct service providers and grantees. More restrictive provisions apply to direct service providers and grantees in three areas (Section B.12, Flowers; Section B.16, Interest; and Section B.27, Severance Pay) as identified in bold text below.

Stricter principles may be adopted if desired.

Effective Date

These Cost Principles are effective July 2, 2007.

General Principles

A. Basic Considerations

1. Factors affecting allowability of costs.

In order to be paid from Smart Start funds, costs must meet the following general criteria:

- a. Be reasonable and in compliance with these principles.

- b. Conform to any limitations or exclusions set forth in these principles.
- c. Be consistent with policies and procedures of NCPC and the local partnership.
- d. Be adequately documented.

2. Reasonable costs.

A cost is reasonable if, in its nature or amount, it does not exceed that which would be prudent under the circumstances prevailing at the time the decision is made to incur the cost. In determining the reasonableness of a given cost, consideration shall be given to:

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of services.
- b. The restraints or requirements imposed by such factors as generally accepted sound business practices, fair and open competitive bidding, Federal and State laws and regulations, and terms and conditions of the Smart Start contract or grant agreement.
- c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the State.

B. Selected Items of Cost

1. Advertising

The term “advertising costs” means the costs of advertising media. Advertising media include magazines, newspapers, radio and television programs, direct mail, exhibits, and the like.

- a. The following costs are allowable:
 - (1) Classified advertising for recruitment of employees;
 - (2) Advertising for the procurement of goods and services;
 - (3) Advertising related to the disposition of property and equipment;
 - (4) Yellow page advertisements that publicize direct services for children and families;
 - (5) Display advertisements that publicize direct services for children and families;
 - (6) Radio or television advertisements that publicize direct services for children and families; and,
 - (7) Listings in community and resource directories.
- b. The following costs are unallowable:
 - (1) Yellow page, display, classified, radio or television advertisements other than those to publicize direct services for children and families; and
 - (2) Billboards.
- c. Also see **Section B.23, Promotion and Public Relations.**

2. Alcoholic Beverages

Costs of alcoholic beverages are unallowable.

3. Apparel and Jewelry

- a. Costs of apparel are unallowable. Apparel includes, but is not limited to, t-shirts, jackets, aprons, and hats.
- b. Costs of jewelry are unallowable.

4. Audit Services

- a. Costs of audit services for local partnerships are unallowable.
- b. Costs of audit services for direct service providers or grantees are allowable **only** if an audit is required by the State (resulting from total State funding exceeding \$500,000). Costs are allowable **only in the proportion** of revenues that Smart Start represents of the total revenues.

5. Bad Debts

Bad debts, including losses (whether actual or estimated) arising from uncollectible accounts and other claims, related collection costs, and related legal costs, are unallowable.

6. Capital and Repair and Maintenance

- a. Capital expenditures are prohibited by legislation and are unallowable.
- b. The term "capital" is defined as "land acquisitions, new construction, or rehabilitation of existing facilities, and repairs and renovations" (N.C.G.S. § 143-34.40).
- c. Costs incurred for improvements which: 1) add to the permanent value of the buildings and/or for land; or 2) appreciably prolong the life of the asset, shall be treated as capital expenditures.
- d. Capital "repairs and renovations" are defined by N.C.G.S. § 143-15.3A to include the following types of projects:
 - (1) Roof repairs and replacements;
 - (2) Structural repairs;
 - (3) Repairs to electrical, plumbing, and heating, ventilating, and air-conditioning systems;
 - (4) Improvements and renovations to improve use of existing space;
 - (5) Improvements to roads, walks, drives, utilities infrastructure;
 - (6) Historical restoration; and
 - (7) Improvements to meet safety or Federal and State standards.
- e. Costs incurred for necessary, recurring minor maintenance, repair, or upkeep of buildings that do not add to the permanent value of the property or

appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable.

7. Contributions and Donations

Contributions and donations to others are unallowable other than cash and non-cash grants to individuals or organizations identified with an approved service activity.

8. Defense and Prosecution of Criminal and Civil Proceedings, Claims and Appeals

- a. Legal costs incurred in connection with any criminal, civil or administrative proceeding commenced by the Federal Government, or a State, or local government are not allowable if the proceeding:
 - (1) Relates to a violation, or failure to comply with, a Federal, State or local statute or regulation; **and**
 - (2) Results in any of the following dispositions:
 - i. In a criminal proceeding, a conviction;
 - ii. In a civil or administrative proceeding involving an allegation of fraud or similar misconduct, a determination of organizational liability.
 - iii. In the case of any civil or administrative proceeding, the imposition of a monetary penalty.
 - iv. A disposition, by consent or compromise, if the action could have resulted in any of the dispositions described above.
- b. Legal costs incurred in connection with proceedings described in **paragraph a**, but which are not made unallowable by that paragraph, are allowable to the extent that they are reasonable and necessary and cannot be recovered from another party.

9. Employee Salaries and Fringe Benefits

- a. Costs for salaries and wages must be based on documented timesheets approved by a responsible member of the organization.
- b. Timesheets that reflect the distribution of activity of each employee must be maintained for all staff members (professionals and nonprofessionals).
- c. Costs for salaries and wages must reflect an after-the fact determination of the actual time spent on each activity. Budget estimates are not allowed.
- d. Employee fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave and the like are allowable.
- e. Employee fringe benefits in the form of extended paid leave, such as sabbatical or paid family medical leave, are unallowable.

- f. Pension plan costs incurred in accordance with established policies are allowable, provided such policies meet the test of reasonableness and are not discriminatory.
- g. Employee fringe benefits in the form of gifts or gift certificates are unallowable, with the exception of token items (i.e., value of \$25 or less) to recognize employees for years of service.

10. Entertainment

Costs of activities for amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows, amusement parks or sports events; meals and lodging; rentals; and transportation) are unallowable. Also see **Section B.24, Recognition Events**.

11. Fines, Penalties and Fees

- a. Costs of fines and penalties resulting from violations of, or failure of the Partnership to comply with Federal, State, and local laws and regulations are unallowable.
- b. Costs of non-sufficient fund (NSF) fees are unallowable.

12. Flowers

Costs of flowers are allowable only in the following circumstances:

- a. Condolences to an employee upon the death of a spouse, parent, child or stepchild of the employee;
- b. Condolences to the employee's family in the event of the death of a Partnership employee; and
- c. Condolences to an employee in the event of his or her hospitalization.
- d. Costs of flowers are unallowable for direct service providers or grantees.**

13. Food

- a. Costs of food are allowable only in the following circumstances:
 - (1) For Partnership Board or Board Committee meetings; or
 - (2) For service and grant activities for which food purchases have a documented legitimate business purpose and are needed to accomplish the purpose of the activity.
 - (3) Also see **Section B.18, Meetings and Conferences**.
- b. All events at which food is served must be work-related and must involve persons other than partnership employees.
- c. Due care and judgment must be used to ensure that purchases of food are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

14. Fund Raising

- a. Costs of organized fund raising for contributions that do not qualify as a Smart Start program match, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions, are unallowable.
- b. Costs of fund raising, including financial campaigns and the solicitation of cash and in-kind donations to meet the legislative mandate for program match are allowable.

15. Goods or Services for Personal Use

Costs of goods, equipment or services for personal use are unallowable, with the exception of token items (i.e., value of \$25 or less) for partnership board member appreciation.

The term “goods or services for personal use” includes beach mats, umbrellas, coolers, tote bags, pen sets, and other “giveaway” items.

Also see **Section B.24, Recognition Events.**

16. Interest

- a. Interest costs on borrowed capital or for the use of funds borrowed from the organization’s non-Smart Start funds are unallowable.
- b. Interest on debt incurred subsequent to June 30, 2001, to acquire or replace capital assets is unallowable.
- c. Interest on debt incurred prior to July 1, 2001 to acquire or replace capital assets is allowable.
- d. See **Section B.6, Capital and Repair and Maintenance**, for the definition of “capital.”
- e. **Interest costs are unallowable for direct service providers or grantees.**

17. Lobbying

- a. Costs associated with the following activities are unallowable:
 - (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
 - (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
 - (3) Any attempt to influence: (i) the introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or

- local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) the introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
 - (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.
- b. The following activities are excepted from the coverage of **paragraph a**:
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of the Smart Start Program through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof;
 - (2) Educating any member of the public about the work of, and services provided by, the partnership;
 - (3) Any lobbying made unallowable by **paragraph a(3)** to influence State legislation in order to directly reduce the cost, or to avoid material impairment of authority to perform Smart Start services;
 - (4) Any activity specifically authorized by statute to be undertaken with Smart Start funds; and
 - (5) Communications with any legislative body whose actions might affect the organization's existence, powers and duties, tax-exempt status, or the deductibility of contributions.

18. Meetings and Conferences

- a. Costs associated with the conduct of meetings and conferences include the cost of renting facilities, meals, speakers' fees, etc.
- b. To the extent that these costs are identifiable with a specific service activity, they should be charged to that activity. These costs are allowable, provided that they have a legitimate business purpose.
- c. Due care and judgment must be used to ensure that meeting and conference costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.
- d. Also see **Section B.10, Entertainment** and **Section B.13, Food**.

19. Memberships

- a. Costs of membership in civic or community organizations that provide benefits to the organization, such as training and networking, are allowable.
- b. Costs of memberships in any country club or social or dining club or organization are unallowable.
- c. Costs of memberships for lobbying or advocacy are unallowable.
- d. Due care and judgment must be used to ensure that membership costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

20. Participant Costs

- a. Participant support costs are costs for items such as stipends, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in conjunction with meetings, conferences, or training.
- b. These costs are allowable as part of an approved service activity.

21. Patents, Royalties and Copyrights

Costs related to patents, royalties and copyrights are allowable with prior NCPC approval.

22. Professional Services Costs

- a. Costs of professional and consultant services provided by persons who are members of a particular profession or possess a special skill, and **who are not also officers or employees of the organization to which services are provided**, are allowable subject to **paragraphs b and c** when reasonable.
- b. In determining the allowability of costs in a particular case, the following factors are relevant:
 - (1) The nature and scope of the services rendered in relation to the service required;
 - (2) The necessity of contracting for the service, considering the organization's capacity;
 - (3) Whether the service can be performed more economically by direct employment rather than contracting;
 - (4) Adequacy of the contractual agreement for the service (e.g., description of the service, estimate of time required, rate of compensation, and termination provisions).
- c. Allocation or assignment of costs among activities must be based on documented distributions approved by a responsible member of the organization.

NOTE: For professional services contracts with individuals, the organization must comply with Internal Revenue Service regulations regarding the determination of the status of the individual as an independent contractor versus an employee.

23. Promotion and Public Relations

- a. Pursuant to Smart Start legislation, expenditures of Smart Start funds for promotional activities are unallowable. Promotional activities are those that promote the Smart Start Initiative and/or organization in a general manner and do not publicize specific available services.
- b. Also see **Section B.1, Advertising**.
- c. The terms “promotion” or “public relations” include community relations and means those activities dedicated to maintaining the image of the organization or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- d. Costs associated with the following items are allowable:
 - (1) Communicating with the public and press pertaining to specific activities or accomplishments which result from performance of the Smart Start Initiative (these costs are considered necessary as part of the outreach effort);
 - (2) Conducting general liaison with news media and government officials, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of contract/grant awards, financial matters, etc.;
 - (3) Sponsorship of, or participation in, community health fairs or children’s fairs that focus on the provision of service to parents and children, including reasonable costs of signage to publicize the partnership’s sponsorship of, or participation in, the event;
 - (4) Parent education materials (parent education videos, educational displays, resource guides, resources for “Welcome Baby” packets, etc.);
 - (5) Newsletters, educational brochures and annual reports;
 - (6) Websites;
 - (7) Advertisements, newspaper inserts, and radio or television announcements that publicize direct services for children and families;
 - (8) Materials in “Welcome Baby” packets or distributed through hospitals libraries or other distribution means that directly reach parents of young children and serve as a resource for parents; and
 - (9) Signage for quality improvement items purchased for child care centers, libraries, etc. (labels for books or signage that provides information that Smart Start provided the service).
- e. The following costs for general promotion are unallowable:
 - (1) Costs of meetings or other events related to general promotional activities including:
 - i. Displays, posters, banners, demonstrations, and exhibits; and

- ii. Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other promotional events;
- (2) General promotional videos (not parenting videos);
- (3) Public relations consultants for general promotion of the partnership; and
- (4) Advertisements, newspaper inserts, and radio or television announcements other than those that publicize direct services for children and families.
- f. The following costs of promotional items and memorabilia (with or without a logo) are unallowable, including, but not limited to:
 - i. "Giveaway" items, including but not limited to, lunch bags, umbrellas, coffee mugs, stadium cups, license plates, stress balls, frisbees, etc.; and
 - ii. Jewelry, lapel pins, stickers and tattoos.
- g. The costs of billboards are unallowable.
- h. Due care and judgment must be used to ensure that public relation costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

24. Recognition Events

- a. Recognition events are defined as events to recognize individuals or agencies for performance. Costs associated with recognition events include the cost of renting facilities, meals, speakers' fees and the like.
- b. To the extent that these costs are identifiable with a specific service activity, they should be charged to that activity. These costs are allowable, provided that they have a documented legitimate business purpose and the event is identified in the contract activity description.
- c. Due care and judgment must be used to ensure that recognition events are not or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.
- d. Also see **Sections B.2, Alcoholic Beverages; B.10, Entertainment; B.13, Food; and B.15, Goods or Services for Personal Use.**

25. Rental Costs

- a. Rental costs are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition and value of the property leased.
- b. Rental costs under "sale and leaseback" arrangements are allowable only up to the amount that would be allowed had the partnership continued to own the property.

26. Selling and Marketing Expenses

- a. Costs of selling and marketing any products or services must be netted against any income derived.
- b. Losses on sales of products or services are unallowable.

27. Severance Pay

- a. Severance pay is a payment to employees whose employment is being involuntarily terminated. Severance pay is defined as an additional payment upon termination other than regular salaries and wages or vacation and sick leave payouts.
- b. Costs of severance pay are allowable only to the extent that in each case, it is required by (i) law, (ii) employer-employee contractual agreement; or (iii) policy approved by the Partnership Board of Directors in place at time of termination.
- c. Costs of severance pay are unallowable for direct service providers or grantees.**

28. Travel

- a. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by individuals traveling on business.
- b. The maximum allowable payment for meals shall be the rates set by the State.
- c. Individuals may receive payment for meals for partial days of travel when traveling overnight and the partial day is the day of departure or the day of return.
- d. Individuals may receive payment for breakfast and evening meals when traveling when the following applies:
 - (1) Breakfast – departure from duty station/home prior to 6:00 a.m.
 - (2) Dinner – return to duty station/home after 8:00 p.m.
- e. Payment for lunch for travel away from home or duty station is unallowable if travel does not involve an overnight stay, with the exception that employees may receive payment for lunch when the employee's job requires attendance at a meeting in his or her official capacity and involves persons other than partnership employees.
- f. Payment for meals is unallowable if the meal is provided during a conference or workshop, or if the cost of the meal is included in the registration fee.
- g. Payment for breakfast for travel away from home or duty station on business is allowable even if the lodging establishment offers a free continental breakfast.
- h. The maximum allowable mileage reimbursement rate for the use of personal vehicles is the rate set by the State.
- i. Reimbursement of mileage for commuting is unallowable. "Commuting" is defined as "traveling between your home and your place of work."

- j. Every effort should be made to obtain the State rate for lodging. Excess lodging authorization must be obtained from the partnership Executive Director or his or her designee in order to reimburse for actual costs that exceed the State rate.
- k. Charges for recreation fees, such as movies and gym use, are unallowable.
- l. The actual cost of moderately-priced coach airfare is allowable. Due care should be taken to obtain economical airfare.
- m. The actual cost of moderately-priced vehicle rental is allowable.
- n. Attendance by multiple employees at out-of-state conferences should be limited. Staff attending should share information with other Partnership staff.
- o. International travel is unallowable.



2010-2011 APPLICATION FOR SMART START FUNDING
Due: February 12, 2010

1. APPLICANT INFORMATION

A. Applicant Organization

Legal Name: Union County Health Department

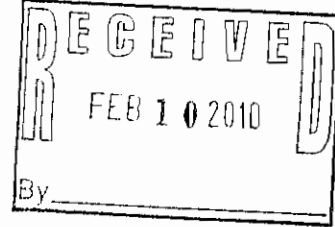
Mailing Address: 1224 West Roosevelt Boulevard, Monroe NC 28110

Phone: 704-296-4800 Fax: 704-296-4807 Email: jackiemorgan@co.union.nc.us

Name/Title of Contract Administrator: Phillip Tarte, Health Director

Name/Title of Person Authorized to Sign Grant Agreement: Phillip Tarte, Health Director

Federal Employer Identification Number: 56-6000345



B. Proposal Information

Union Smart Start Activity Title: Smart Start Smiles

How many years have you received Smart Start funds for this activity? 4

Have you ever reverted Smart Start funds? No

If so, in what years, and for how much and why? NA

C. Financials

Smart Start Funds Requested: \$ 78,300

Total Annual Project Budget: ~~\$78,300~~

4
\$86,600

Smart Start Request as % of Total Annual Budget *90* %

For the *current* fiscal year, provide the following information:

<u>All Sources of Funding for this Activity</u>	<u>Amount Dollar Amount Pledged or Received</u>	<u>Percent of Total Annual Project Budget</u>
Smart Start Smiles	\$87,000	100%
TOTALS	\$87,000	100%

Phillip E Tarte, Director
 Authorized Signature & Title

February 9, 2010
 Date



2. PROGRAM SUMMARY

ACTIVITY TITLE: Smart Start Smiles

A. Think about the last 12-24 months . Describe the significant successes or achievements made by this program. *(250 word limit)*

During the course of the last two years the Smiles Program has positively impacted the dental health of many Union County families. The program has continued to reach out to the community by providing dental classes and screenings in childcare centers, pre-schools and at the Walter Bicket Education Center. The families that participate are becoming more aware of the importance of good dental hygiene and what best practices to start at what age with their children. The children themselves are learning how to care for their own teeth and are being taught age appropriate lessons on dental health that can start a lifetime of good oral hygiene. We have seen a growing number of children who are visiting the dentist on a regular basis.

Pregnant women are responding positively to the program. They are making and keeping appointments, and demonstrating an interest in completing the recommended treatments.

Just in the past 6 months, the program has educated 132 parents and 186 children. In addition to the education, children were screened, children and pregnant women received dental services and seven people received emergency dental services.

B. Describe the significant barriers and how the program overcame them. *(250 word limit)*

The Hygienist resigned. Without the hygienist the ability to screen children was reduced significantly. However, the administrative assistant continued the outreach efforts. She solicited the assistance and service of the Health Department dentist, Dr.Seth and the Department Dental Assistant Lisa Hall. With cooperation of the Health Department they were able to continue going to Walter Bickett Education Center and Tender Care Childcare Center for Dental Classes and screenings.

The program experienced difficulty locating children that qualify for Smiles Treatment dollars. The majority of children impacted by Smiles are Latino, the majority of the Latino children in birth to 5 have medicaid disqualifying them from the dental service aspects of Smiles. Although these children don't need treatment dollars, they and their parents need the dental education on the importance of maintaining good oral hygiene and seeing the dentist regularly.

Issues regarding the treatment of pregnant women involved no show rates and payment for services. When the program first began seeing Pregnant clients they were 100% covered, but the no show rate was high. In order to decrease no show rates the pay scale was adjusted to 80 /20, with clients paying 20%. This change did improve the show rate. Another challenge has been the limit of \$600 per client. The majority of the women being seen need lots of dental work,



typically the required work exceeds their ability to pay 20%. At that point treatment choices must be made rather than providing needed comprehensive care.

C. Describe the importance of this program to the children of Union County, to families, to our future prosperity and the success of the Smart Start mission and why Smart Start should continue to fund this program. (250 word limit)

Anyone who has ever experienced a toothache understands the importance of this program. The pain associated with dental problems is excruciating. A child born to five experiencing dental problems may have difficulty conveying that fact until pain is extreme, or infection is present. Even with treatment the child's experience may be unpleasant, establishing a fear of dentists. A poor childhood experience can negatively impact life long dental health practices.

The intent of Smiles is to educate, evaluate and treat. If you can educate parents and start children early with good dental health beginning at birth, you prevent children from suffering the pains of dental neglect.

Smiles provides treatment of pregnant women, protecting the mother and the baby.

www.MSNBC.com

Excerpt -

“Pregnant women with gum disease may have more at stake than just their teeth. They may also be risking the lives of their babies. Expectant mothers have long been warned that gum disease can cause a baby to be born prematurely, or too small. But for the first time scientists have linked bacteria from a mother's gums to an infection in a baby that was fullterm and still born, according to the study in Obstetrics and Gynecology. Bacteria from the mouth can easily get into the bloodstream once a woman's gums are bleeding. This type of bacteria can be easily combated by the immune system of the mom-to-be. But because of special conditions that exist in the womb, the fetus can be more susceptible.”

Funding Smiles may save a life, prevent pain and create positive healthy dental habits.

OPERATION PLAN with Output Targets for 2010-2011

TITLE: Union Smart Start Smiles

Data Collection					Analysis & Reporting	
<i>What will be measured?</i>	<i>Output Targets*</i>	<i>Who will collect the data?</i>	<i>How will it be collected?</i>	<i>When will it be collected?</i>	<i>How will the data be reported?</i>	<i>When will the data be reported?</i>
Screening	200	D.Hygienist Ad.Ass/Interp	Screening records, client files, and notes compiled into comprehensive spreadsheets	At time of each screening	Quarterly reports based on comprehensive spreadsheet information	Will meet quarterly due dates and times, by request
Oral hygiene	140	D.Hygienist Ad.Ass/Interp	Screening spreadsheet maintained for records of appointments and other follow up activity	At time of each screening	Quarterly reports based on comprehensive spreadsheet information	Will meet quarterly due dates and times, by request
Fluoride treatment	60	D.Hygienist Ad.Ass/Interp	Screening spreadsheet maintained for records of appointments and other follow up activity	After regular review of appointment information	Quarterly reports based on comprehensive spreadsheet information	Will meet quarterly due dates and times, by request
Oral hygiene	30	D.Hygienist Ad.Ass/Interp	Screening spreadsheet maintained for records of appointments and other follow up activity	After regular review of appointment information	Quarterly reports based on comprehensive spreadsheet information	Will meet quarterly due dates and times, by request
Screening by dental session	300	D.Hygienist Ad.Ass/Interp	Screening records, client files, and attendance records compiled into comprehensive spreadsheets	At time of each screening and at time of dental session	Quarterly reports based on comprehensive spreadsheet information	Will meet quarterly due dates and times, by request
Other activities held	5	D.Hygienist Ad.Ass/Interp	Visit logs compiled into comprehensive spreadsheets	At time of visit	Quarterly reports based on comprehensive spreadsheet information	Will meet quarterly due dates and times, by request
Classes held	30	D.Hygienist Ad.Ass/Interp	Count of attendance sheets compiled into comprehensive spreadsheets	At time of dental session	Quarterly reports based on comprehensive spreadsheet information	Will meet quarterly due dates and times, by request

For explanations of outputs, see Output Definition 09-10 document.



ing class	100	D.Hygienist Ad.Ass/Interp	Attendance sheets compiled into comprehensive spreadsheets	At time of dental session	Quarterly reports based on comprehensive spreadsheet information	Will meet quart due dates and a times, by requ
ing sliding am	10	D.Hygienist Ad.Ass/Interp	Screening spreadsheet maintained for records of appointments and other follow up activity	After regular review of appointment information	Quarterly reports based on comprehensive spreadsheet information	Will meet quart due dates and a times, by requ
ing plan of pregnant	50	D.Hygienist Ad.Ass/Interp	Screening spreadsheet maintained for records of appointments and other follow up activity	After regular review of appointment information	Quarterly reports based on comprehensive spreadsheet information	Will meet quart due dates and a times, by requ
pregnant ng d	2	D.Hygienist Ad.Ass/Interp	Screening spreadsheet maintained for records of appointments and other follow up activity	After regular review of appointment information	Quarterly reports based on comprehensive spreadsheet information	Will meet quart due dates and a times, by requ

Explanations of outputs, see Output Definition 09-10 document.



.. BUDGET NARRATIVE --2010-2011

ACTIVITY TITLE:Union Smart Start Smiles			
Budget Line Item	2010-11 Smart Start Funds Requested	2009-10 Smart Start Funds Allocated	Budget Narrative: 1. Provide details for items included in each line item where funds have been requested. 2. Explain changes of 10% or more from prior allocation. USE AS MUCH SPACE AS NEEDED.
11) Personnel	\$0	\$30,000	All personnel is contracted
12) Contracted Services	\$48,000	\$24,000	UCHD(\$6,300), Dental Hygienist (30 h/week), Adm Ass/Interpreter (15 h/week)
13) Total Personnel & Contracted Services	\$48,000	\$54,000	
14) Office Supplies & Materials	\$1,000	\$1,000	Includes printing material for dental classes
15) Service Related Supplies	\$5,000	\$5,000	Includes material used at Dental Clinic for treatment, and material for dental screenings and education.
16) Total Supplies & Materials	\$ 6,000.00	\$6,000	
17) Travel	\$0		Will be considered In-Kind
18) Communications & Postage	\$0		
19) Utilities	\$0		
20) Printing & Binding	\$0		
21) Repair and Maintenance	\$0		
22) Meeting/Conference Expense	\$0		
23) Employee Training (no travel)	\$0		
24) Classified Advertising	\$0		
25) In-State Board Meeting Expense	\$0		
26) Total Non-Fixed Operating Expenses	\$0	\$0	
27) Office Rent (Land, Buildings, etc.)	\$0		
28) Furniture Rental	\$0		
etc.)	\$0		
30) Vehicle Rental	\$0		
31) Dues & Subscriptions	\$0		
32) Insurance & Bonding	\$0		
33) Books/Library Reference Materials	\$0		
34) Mortgage Principal, Interest & Bank Fees	\$0		
35) Other Expenses	\$0		
36)Total Fixed Charges & Other Expenses	\$0	\$0	

37) Buildings & Improvements	\$0		
38) Leasehold Improvements	\$0		
^500+/item	\$0		
40) Computer Eqpt./Printers, \$500+/item	\$0		
41) Furniture/Eqpt., under \$500/item	\$0		
42) Total Property & Equipment	\$0	\$0	
43) Purchases of Services			
44) Contracts with Service Providers			
45) Stipends/Scholarships/Bonuses			
46) Cash Grants and Awards			
47) Non-Cash Grants and Awards	\$24,300.00	\$27,000	Includes treatment at UCHD
48) Total Services, Contracts & Grants			
49) Total Participant Training Expenses			
50) Total Budgeted Expenditures	\$78,300	\$87,000	



5. PERSONNEL LISTING

ACTIVITY TITLE: Union Smart Start Smiles

For each individual (staff or contracted) to be funded through this Smart Start activity, please complete the following chart and attach the appropriate job/position description.

Name	Position Title	Personnel Cost (total of salary, benefits, etc.)
	Dental Hygienist	\$30,000
Maria Laury	Administr. Ass/Interpreter	\$11,700
Emergency Fund to cover costs of dental services provided by outside care givers.	Dentist	\$6,300
Total Personnel Cost (should equal Budget Line 13)		\$48,000

Smart Start Smiles – Grant Proposal from the Union County Health Department

Position Descriptions: The following description provides an overview of the work that both the Hygienist and the Administrative Assistant / Interpreter will be engaged in.

The Union County Health Department (UCHD) Smiles Program will work to reduce dental disease among young children and pregnant women through education, screenings, referrals, preventative care and restorative care. The Smart Start Smiles activity will provide the services through the collaborative work of a dental hygienist and a Spanish – speaking bilingual interpreter. The Hygienist will provide dental screenings to age-appropriate dental health education for children birth to five (not yet in kindergarten). These children are contacted through the UCHD Women, Infants and Children (WIC), Maternal Health, Well Child, Family Planning and Dental Clinics, as well as other external community locations and events. The Hygienist and the interpreter will both provide follow up with clients regarding treatment needs. Preventative and restorative treatment will be provided by the UCHD Dental Clinic. When children who are not Medicaid eligible or are uninsured, and require more extensive dental treatment than the UCHD can provide, Smart Start Smiles will provide for contracted services from specialists, as funding permits. Pregnant women without insurance or the ability to pay may be treated to insure the health of their unborn child.

Specific Duties:

Hygienist: Technical dental work in examining, cleaning, and instructing on the general care of teeth and referral to dental providers. Work is performed under general supervision of a licensed dentist.

Administrative Assistant / Interpreter: As an interpreter, the position will provide interpreting services for clients with either no English Proficiency or little English proficiency in order to assure the quality and comprehensiveness of care is consistent with the standard of care for the dependent. Convey communication between the provider and the client, while converting the exchange from one language into another. The interpreter works in all program areas of the Personal Health Division and in a variety of community settings. The interpreter conveys information regarding the client's needs. This may include, but is not limited to; consent for care, screening, treatment, recommendations, instructions for follow-up and future appointments. Interpreters act as accurately as possible, given the idiomatic difference between languages, while keeping the spirit and letter of the original communication. Communicates possible misunderstandings of the client to the provider. Assists the provider in understanding the client's culture, especially as it relates to health service interactions. This includes non-verbal communications, health practices, and social relationships. The interpreter does not attempt to explain health care procedures, other than what is communicated by the health professional. The interpreter maintains strict confidentiality regarding any and all patient-provider communication. Refrains from inserting their own opinion or judgements when communicating with clients. The interpreter will receive calls from Hispanic / Latino clients and, through the assistance of the appropriate health discipline,

answers questions, gives instructions or schedules appointments. The interpreter will provide some translation of written letters and simple written informational and educational materials, being very careful to translate as literally as possible, given the idiomatic differences between the languages.

The Administrative Assistant will provide, (under the supervision of the health educator or nurse) repetitive classes for Hispanics.

Administrative Assistant will complete office work related to the Smiles Program.

6. Planning Budget for 2010-2011

Partnership: UNION SMART START		Fiscal Year: July 1, 2010 through June 30, 2011			
Direct Services Provider:UC Health Department		Smart	In-Kind	Cash	Total
Contract #: 08-227	Activity #:	Start	Funds	Match	Funds
Activity Name:Union Smart Start Smiles		Funds	Amount	Amount	Amount
11) Personnel		\$0.00	\$7,800.00		\$7,800.00
12) Contracted Services		\$48,000.00			\$48,000.00
13) Total Personnel/Contracted Services		\$48,000.00	\$7,800.00	\$0.00	\$55,800.00
14) Supplies & Materials		\$1,000.00			\$1,000.00
15) Service-Related Supplies and Materials		\$5,000.00			\$5,000.00
16) Total Supplies & Materials		\$6,000.00	\$0.00	\$0.00	\$6,000.00
17) Travel		\$0.00	\$500.00		\$500.00
18) Communications & Postage		\$0.00			\$0.00
19) Utilities		\$0.00			\$0.00
20) Printing & Binding		\$0.00			\$0.00
21) Repair and Maintenance		\$0.00			\$0.00
22) Meeting/Conference Expense		\$0.00			\$0.00
23) Employee Training (no travel)		\$0.00			\$0.00
24) Advertising and Publicizing		\$0.00			\$0.00
25) Not Available for Use		\$0.00			\$0.00
26) Total Non-Fixed Operating Expenses		\$0.00	\$500.00	\$0.00	\$500.00
27) Office Rent (Land, Buildings, etc.)		\$0.00			\$0.00
28) Furniture Rental		\$0.00			\$0.00
29) Equipment Rental (Phones, Computer, etc.)		\$0.00			\$0.00
30) Vehicle Rental		\$0.00			\$0.00
31) Dues & Subscriptions		\$0.00			\$0.00
32) Insurance & Bonding		\$0.00			\$0.00
33) Books (Library Reference Materials)		\$0.00			\$0.00
34) Not Available for Use		\$0.00			\$0.00
35) Other Expenses		\$0.00			\$0.00
36) Total Fixed Charges & Other Expenses		\$0.00	\$0.00	\$0.00	\$0.00
37) Not Available for Use		\$0.00			\$0.00
38) Not Available for Use		\$0.00			\$0.00
39) Furniture/Non-Computer Eqpt., \$500+ per item		\$0.00			\$0.00
40) Computer Equipment/Printers, \$500+ per item		\$0.00			\$0.00
41) Furniture/Eqpt., under \$500 per item		\$0.00			\$0.00
42) Total Property & Equipment Outlay		\$0.00	\$0.00	\$0.00	\$0.00
43) Purchases of Services		\$0.00			\$0.00
44) Not Available for Use		\$0.00			\$0.00
45) Awards (including scholarships and bonuses)		\$0.00			\$0.00
46) Cash Grants		\$0.00			\$0.00
47) Non-Cash Grants		\$24,300.00			\$24,300.00
48) Total Services/Contracts/Grants		\$24,300.00	\$0.00	\$0.00	\$24,300.00
49) Total Participant Training Expense					\$0.00
50) Total Budgeted Expenditures		\$78,300.00	\$8,300.00	\$0.00	\$86,600.00

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 02, 2010

Action Agenda Item No. 7/2g
(Central Admin. use only)

SUBJECT: Smart Start Family Literacy Grant Acceptance

DEPARTMENT: Library

PUBLIC HEARING: No

ATTACHMENT(S):

CONTRACT DOCUMENTS WERE SENT DIRECTLY FROM UNION SMART START TO MANAGER'S OFFICE.

1. Financial Assistance Contract
2. Activity Description and Budget
3. Smart Start Cost Principles

(Please note that 2 contract originals must be signed in blue ink.)

INFORMATION CONTACT:

Martie Smith

TELEPHONE NUMBERS:

704-283-8184 x222 (office)
704-242-0180 (mobile)

DEPARTMENT'S RECOMMENDED ACTION: Approve acceptance of the Union Smart Start grant and authorize the County Manager to sign the Financial Assistance Contract.

BACKGROUND: Union Smart Start has been funding a Family Literacy Program at the Library for several years. This grant pays for the bilingual staff (1 full-time and 1 part-time employee) and program expenses, including program materials, supplies and children's books given to participants who complete the program. The purpose of the program is to teach parents and other caregivers techniques to help children aged 0 to 5, and not yet in kindergarten, to develop early literacy skills. It is based on a program developed by the American Library Association. The program is presented in the Library and at other sites convenient to the target audience, in both English and Spanish. Without this funding source, the Library would not be able to provide this program. The grant-funded Family Literacy Program staff works closely with the County-funded Children's Services staff to ensure continuity in all of the Library's services to families with children.

FINANCIAL IMPACT: The grant will add \$71,676 to the Library budget. \$3,364 of county funds will be spent out of the Library budget and \$4,216 in in-kind services will support the program.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

BUDGET AMENDMENT

BUDGET Library REQUESTED BY Martie Smith
 FISCAL YEAR FY2011 DATE August 02, 2010

INCREASE

Description
State Revenue 3,000
Operating Expenses 3,000

DECREASE

Description

Explanation: Appropriate state grant funding for the Union County Partnership for Children (Smart Start) Program for FY 2011.

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

FOR POSTING PURPOSES ONLY

<u>DEBIT</u>			<u>CREDIT</u>		
<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	
<u>10561100-5126-1804</u>	<u>Sal & Wages - PT</u>	<u>447</u>	<u>10461100-4447-1804</u>	<u>State Grant - Smart Start</u>	<u>3,000</u>
<u>10561100-5181-1804</u>	<u>FICA Contributions</u>	<u>35</u>	<u>10561100-5920-1800</u>	<u>Contigency</u>	<u>662</u>
<u>10561100-5260-1804</u>	<u>Printing & Office Supp</u>	<u>3,184</u>			
<u>10561100-5186-1804</u>	<u>Workers Comp</u>	<u>(4)</u>			
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
	<u>Total</u>	<u>3,662</u>		<u>Total</u>	<u>3,662</u>

Prepared By awl
 Posted By _____
 Date _____
 Number 3

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

2549

Party/Vendor Name: Union Smart Start

Party/Vendor Contact Person: Mary Ann Rasberry Contact Phone: 704-226-1407

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

Address: 105C Cedar Street City: Monroe State: NC Zip: 28111

Department: Library Amount: \$71,676.00

Purpose: Family Literacy

Budget Code(s)(put comma between multiple codes): multiple budget codes (attached List)

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: M. Smith Date: 07/22/2010

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

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

Approval by Manager per authorization of Board

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

Approval by Manager subject to authorization by Board Date: _____

Date Board authorization requested: 8/2/10

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: 7/23/10

Risk Manager's Signature: Keith Rhoads 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: _____

FINANCIAL ASSISTANCE CONTRACT

11-224

Between

UNION SMART START

And

UNION COUNTY PUBLIC LIBRARY

FEDERAL TAX ID #56-6000345

1. Parties to the Contract:

This Contract is hereby entered into by and between Union Smart Start, (the "Local Partnership") and the Union County Public Library, (the "Contractor") (referred to collectively as the "Parties").

2. Effective Period:

This Contract shall be effective on July 1, 2010 and shall terminate on June 30, 2011 with the option to extend, if mutually agreed upon, through a written amendment as provided for in this Contract.

3. 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 this Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Local Partnership.

4. Subcontracting:

The Contractor shall not subcontract any of the work contemplated under this Contract without prior written approval from the Local Partnership. Any approved subcontract shall be subject to all conditions of this Contract. The Local Partnership shall not be obligated to pay for work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors and shall not be relieved of any of the duties and responsibilities of this Contract.

5. Assignment:

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

6. Beneficiaries:

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 the Local Partnership 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 the Local Partnership and Contractor that any such person or entity, other than the Local Partnership or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

7. Key Personnel:

The Contractor shall not replace any of the key personnel assigned to the performance of this Contract without written approval of the Local Partnership. The individuals designated as “key personnel” for purposes of this Contract are those specified in the Contractor’s proposal and such others as the Parties may agree.

8. Indemnification:

To the extent permitted by applicable law, the Contractor agrees to indemnify and hold harmless the State of North Carolina (the “State”), the Division of Child Development of the North Carolina Department of Health and Human Services (the “Division”), The North Carolina Partnership for Children, Inc. (“NCPC”), the Local Partnership and 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.

This Section shall not apply to state agencies.

9. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Local Partnership:

Mary Ann Rasberry, Executive Director
Union Smart Start
105C Cedar Street
PO Box 988
Monroe, NC 28111
Telephone: 704-226-1407 Fax: 704-226-1369
Email: mrasberry@unionsmartstart.org

For the Contractor:

Martie Smith, Director
Union County Public Library
316 E. Windsor Street
Monroe, NC 28112
Telephone: 704-283-8184 Fax: 704-282-0657
Email: msmith@union.lib.nc.us

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 exclusive venue for any legal proceedings shall be Union County, North Carolina. The place of this Contract, and all transactions and 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 the validity, construction, interpretation, and enforcement shall be determined.

11. Precedence Among Contract Documents:

This Contract and any documents incorporated specifically by reference constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The Contract Document has the highest precedence, followed by the Contract Amendments, followed by the Contractor’s proposal. If there are multiple Contract

Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

12. 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.

13. Availability of Funds:

The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Local Partnership. In the event funds are unavailable, the Local Partnership may terminate this Contract by giving written notice to the Contractor, specifying the effective date of termination.

14. Authorized Use of Funds:

The Contractor shall use or expend the funds provided by this Contract only for the purposes for which they were appropriated by the North Carolina General Assembly and as defined in the Early Childhood legislation. Further, the funds provided by the Local Partnership shall be used by the Contractor only for the purposes and activities specified in Attachment I, which is attached hereto; any amendments or additions to Attachment I; and in the Contractor's proposal, which is incorporated by reference as if fully set forth herein.

15. Responsibilities of the Local Partnership:

The Local Partnership shall perform the following:

- A. Reimburse the Contractor for its allowable costs of services incurred in providing the activities described in Attachment I in accordance with the approved budget in Attachment II and subsequent amendments to these Attachments.
- B. Perform on-site financial and programmatic monitoring of the Contractor for compliance with the terms of this Contract; and
- C. Specify all reports and other deliverables required from the Contractor.

16. Responsibilities of the Contractor:

The Contractor shall perform the following:

- A. Provide the services described in Attachment I in accordance with the terms of this Contract and in accordance with the approved budget in Attachment II; and in compliance with the Smart Start Cost Principles in Attachment III; and subsequent amendments to the Attachments and in the project proposal submitted by the Contractor which is incorporated herein by reference as if fully set forth herein. Any portion of payment under this Contract not used for these purposes must revert to the Local Partnership and thereafter to the funding source as appropriate. Any condition or purpose set forth in this Contract shall take precedence over any conflicting provision in the proposal submitted by the Contractor.

- B. Receive approval from the Local Partnership of any activity changes by the Contractor prior to implementation. Budget amendments must also receive advance approval from the Local Partnership.
- C. Report all expenditures on the cash basis of accounting. The Contractor will submit to the Local Partnership, in such form and by such date as specified by the Local Partnership, a financial status report for each activity in order to claim reimbursement for allowable costs incurred under the Contract.

The certified expenditure report must be submitted no less frequently than monthly to the Local Partnership.

- D. Make available all records, including 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 the Local Partnership, NCPC, the Division, or the North Carolina Office of State Auditor or applicable Federal agencies. The Contractor agrees that the Local Partnership or its agent has the right to audit the records of the Contractor pertaining to this Contract both during performance and after completion.
- E. Submit to the Local Partnership any other plans, reports, documents or other products that the Local Partnership may require in the form specified by the Local Partnership.
- F. Attend scheduled meetings with the Local Partnership and/or NCPC as requested.
- G. Use Program Income earned under this Contract, with written permission of the Local Partnership, only to enhance the activities performed under this Contract or to decrease the cost to the Local Partnership of performing those activities. Program income includes, but is not limited to, income from services rendered, the use or rental of personal property acquired with State funds, sales of commodities acquired with State funds, and interest earnings on State-funded deposits.
- H. Submit to the Local Partnership with the final report of expenditures, in such form as specified by the Local Partnership, an accounting of all program income earned and expended.
- I. Publicize the activities performed under this Contract as being funded by the Local Partnership and Smart Start.

Direct Service Provider (DSP) agrees to acknowledge Union Smart Start as a funding source. Any and all activities which the DSP engages in shall identify Union Smart Start by way of logo imprints provided by the partnership on all items published, mailed or disseminated, preceded by the phrase 'funded by'.

Activity names shall include the words 'Smart Start' and be used at all times when referring to the programs.

Failure by the DSP to comply with these contractual stipulations shall be just cause for the Union Smart Start Board to immediately review the contract status with the possibility for funding revisions or revocation of any remaining funding for the contractual year involved.

- J. Maximize the use of in-kind (volunteers, goods, services, facilities) and cash contributions, maintaining written documentation of cash and in-kind contributions, and quantify and report to the Local Partnership on a quarterly basis these contributions and any other direct or indirect funding the Local Partnership funds have leveraged.

- K. Report suspected child abuse, neglect, or dependency as defined in N.C.G.S. §7B-101.
- L. Ensure that no funds from this Contract will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive.
- M. Ensure adherence to N.C.G.S. §143B-168.10.-143B-168.16. and as modified by 2009 Session Law.
- N. Participate in the Local Partnership's evaluation process and develop measurable outcomes for evaluating the funded activities.
- O. Ensure that this Contract and all referenced attachments and subsequent amendments thereto have been reviewed.

17. Compliance with Cost Principles:

The Contractor will not be reimbursed for expenditures incurred under this Contract that do not comply with the Smart Start Cost Principles, which are incorporated herein as Attachment III, and the North Carolina State cost principles, as applicable.

18. Amount of Reimbursement:

The total amount reimbursed by the Local Partnership to the Contractor under this Contract shall not exceed \$ 71,676.00.

19. Payment Provisions:

A. Payment Procedure:

Monthly reimbursements shall be made for actual expenditures made in accordance with the approved budget on file with both Parties and reported in the monthly expenditure report submitted by the Contractor.

B. Withholding of Payment:

The Local Partnership has the authority to withhold payment if the Contractor fails to make significant progress toward achieving outcomes as defined in the project proposal as approved by the Local Partnership, or if the quality of services provided fails to meet Local Partnership standards and expectations for any reason, or if the Contractor fails to submit required reports.

C. Reimbursements:

Reimbursements for expenditures will not occur under this Contract subsequent to June 30, 2011.

20. Reversion of Unexpended Funds:

Any unexpended funds held by the Contractor upon termination or completion of the Contract shall be reported and reverted to the Local Partnership with the final report of expenditures.

21. Reporting and Audit Requirements:

The Contractor shall comply with all rules and reporting requirements established by statute or administrative rules.

NCAC Title 09 NCAC 03M, "Uniform Administration of State Grants," establishes reporting thresholds and requirements for non-governmental grantees and subgrantees of State funds. The three reporting thresholds are:

- A. A grantee that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
 - 2) An accounting of the State funds received, used, or expended.

- B. A grantee that receives, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) and up to and including five hundred thousand dollars (\$500,000) within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - 2) An accounting of the State funds received, used, or expended; and
 - 3) A description of activities and accomplishments undertaken by the grantee with the State funds.

- C. A grantee that receives, uses, or expends State funds in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year must, within nine months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - 2) An audit prepared and completed by a licensed Certified Public Accountant; and
 - 3) A description of activities and accomplishments undertaken by the grantee with the State funds.

The Contractor shall use the forms specified by the Local Partnership in making reports to the Local Partnership.

The Contractor's fiscal year runs from July 1 to June 30.

22. Subgrantees:

The Contractor has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Contractor to comply with the standards set forth in this Contract.

23. Sales/Use Tax Refunds:

If eligible, the Contractor and all subgrantees shall (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. §105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

24. Care of Property:

The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Local Partnership for loss of, or damage to, such property. When the property provided or purchased is no longer needed or used for the performance of services under this Contract, or at the termination of this Contract, the Contractor shall contact the Local Partnership for instructions as to the disposition of such property and shall comply with these instructions.

25. Personal Property:

Personal property includes, but is not limited to furniture, equipment and materials. Title to personal property acquired by the Contractor with funds from this Contract shall vest in the Contractor, subject to the following conditions:

- A. The Contractor shall use the personal property in the project or program for which it was acquired as long as needed. When the personal property is no longer needed for the project or program or if operations are discontinued or, at the termination of this Contract, the Contractor shall notify the Local Partnership and receive written instructions regarding disposition of the personal property.
- B. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of personal property costing in excess of \$500 per item.
- C. Any unused or unneeded personal property held by the Contractor shall be reported to the Local Partnership and used or returned in accordance with Local Partnership instructions.

26. Access to Persons and Records:

The Office of State Auditor shall have access to persons and records as a result of this Contract in accordance with N.C.G.S. §147-64.7. Additionally, as funding authorities, the State, the Division, NCPC, and the Local Partnership shall have access to persons and records as a result of this Contract.

The Office of State Auditor has audit oversight for all organizations that receive, use or expend State funds. The Contractor shall, upon request, furnish to the Office of State Auditor, the Division, the Local Partnership, and NCPC all financial books, records, and other information requested by them to provide full accountability for the use and expenditure of State funds. In addition, the Office of State Auditor, the Division, NCPC, and the Local Partnership shall have access to the working papers of the Contractor's independent auditor for review as considered necessary.

27. Record Retention:

The State's basic records retention policy requires all grant records to be retained for a minimum of five years following completion or termination of the Contract or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

28. Conflict of Interest Policy:

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 the Local Partnership in writing of any instances that might have the appearance of a conflict of interest.

The Local Partnership shall not be required to make any payments until it has received a notarized copy of the Contractor's policy addressing conflict of interest. The policy shall address situations in which the Contractor's employees and the members of its board of directors or other governing body may directly or indirectly benefit from the Contractor's disbursing of funds under this Contract and shall include actions to be taken by the Contractor or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

29. Insurance:

During the term of the Contract, the Contractor shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Contractor shall provide and maintain Worker's Compensation, Commercial General Liability, and Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of the Contract as required to protect the State, the Division, NCPC, and the Local Partnership against claims that may arise from the Contractor's performance.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

30. Confidentiality:

Any confidential information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Local Partnership. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

31. Copyrights and Ownership of Deliverables:

All deliverable items produced pursuant to this Contract are the exclusive property of the Local Partnership. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

32. Equal Employment Opportunity:

The Contractor shall comply with all Federal and State laws relating to equal employment opportunity.

33. 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.

34. Advertising:

The Contractor shall not use the award of this Contract as a part of any news release or commercial advertising.

35. Statement of No Overdue Tax Debts:

The Contractor certifies that it does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level. The Contractor understands that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1.

36. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this Contract shall be used only to supplement, not supplant, the total amount of Federal, State, and local public funds that the Contractor otherwise expends for services on behalf of young children and their families. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services. In the event of supplantation, the Local Partnership may immediately reduce or terminate funding under this Contract.

37. Disbursements:

As a condition of this Contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements.

- A. Implement adequate internal controls over disbursements;
- B. Pre-audit all vouchers presented for payment to determine:
 - 1) Validity and accuracy of payment
 - 2) Payment due date
 - 3) Adequacy of documentation supporting payment
 - 4) Legality of disbursement;
- C. Assure adequate control of signature stamps/plates;
- D. Implement accounting procedures to ensure that expenditures incurred under this Contract may be readily identified and reported; and,
- E. Assure that an individual does not a check payable to himself/herself or to an organization for which there is a real or perceived conflict of interest.

38. Health Insurance Portability and Accountability Act (HIPAA):

The Contractor agrees that, if the Local Partnership determines that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Local Partnership may require to ensure compliance.

39. Amendment:

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

40. Force Majeure:

Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

41. Suspension:

This Contract may be suspended in whole or in part upon 10 days written notice, to the Contract Administrator noted in Section 9, by the Local Partnership if the Contractor has materially failed to comply with the terms and conditions of the Contract, including all attachments and amendments.

Suspension shall remain in effect until:

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

42. Default and Termination:

- A. The Parties may terminate this Contract by mutual consent with 10 days notice to the other Party.
- B. This Contract may be terminated in whole or in part by either Party, with 30 days 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.
- C. If, through any cause, the Contractor shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Local Partnership shall have the right to terminate this Contract by giving written notice to the Contractor's Contract Administrator as noted in Section 9, delivered by certified mail with return receipt requested, or in person and specifying the effective date thereof.

After receipt of a notice of termination and except as otherwise directed by the Local Partnership, 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.

In that event, all finished or unfinished deliverable items prepared by the Contractor under this Contract shall, at the option of the Local Partnership, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Local Partnership for damages sustained by the Local

Partnership by virtue of the Contractor's breach of this agreement, and the Local Partnership may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Partnership from such breach can be determined. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this Contract.

D. The Local Partnership may terminate the Contract on any date specified by the Local Partnership if funds are no longer available.

43. Waiver of Default:

Waiver by the Local Partnership 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 this Contract unless stated to be such in writing, signed by an authorized representative of the Local Partnership and the Contractor and attached to the Contract.

44. Time of the Essence:

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

45. 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 continue to be enforced 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.

46. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

In Witness Whereof, the Contractor and Local Partnership have executed this Contract in duplicate originals, with one original being retained by each Party.

UNION SMART START

BY: _____
Mary Ann Rasberry, Executive Director Date

UNION COUNTY PUBLIC LIBRARY

BY: _____
Al Greene, County Manager Date

Attachment I
Contract Activity Description

Smart Start Family Literacy, Activity ID# 224

To increase the frequency that parents/guardians read to and engage in other literacy activities with their children, the Smart Start Family Literacy activity will provide literacy training and literacy enhancement activities for parents/guardians and their children ages birth to five (not yet in kindergarten). Utilizing the Every Child Ready to Read curriculum developed by the American Library Association, the Union County Public Library will provide workshops and literacy activities at multiple locations throughout the county. Literacy-enhancing activities, offered in English and Spanish, will be introduced, modeled and reinforced during a minimum of 4 sessions for each parent/guardian over a two-month period. A non-cash incentive for attending 4 sessions will be provided. Up to two full time equivalent staff, who may be bilingual, will be culturally competent in serving diverse populations and will have education in one or more of the following areas: early literacy, early childhood education, adult education, child and family development or related field, with experience providing literacy training to adults and young children, or equivalent combination of education and experience.

**Budget Revision/Amendment Change Sheet
for Direct Services Provider
Activities**

	A	B	C	D
1	Local Partnership: Union Smart Start	Fiscal Year:	Amendment #:	Revision #:
2	Direct Services Provider: UC Public Library	2010-11		Eff. Date: 7/1/10
3	Purpose Service Code - ID#: 5512/224	Current	Amount	New
4	Activity: SS Family Literacy	Amount	Changed	Amount
5				
6	11) Personnel	\$69,040.00	\$0.00	\$69,040.00
7	12) Contracted Services		\$0.00	\$0.00
8	13) Total Personnel/Contracted Services	\$69,040.00	\$0.00	\$69,040.00
9				
10	14) Office Supplies & Materials		\$0.00	\$0.00
11	15) Service Related Supplies	\$2,636.00	\$0.00	\$2,636.00
12	16) Total Supplies & Materials	\$2,636.00	\$0.00	\$2,636.00
13				
14	17) Travel		\$0.00	\$0.00
15	18) Communications & Postage		\$0.00	\$0.00
16	19) Utilities		\$0.00	\$0.00
17	20) Printing & Binding		\$0.00	\$0.00
18	21) Repair and Maintenance		\$0.00	\$0.00
19	22) Meeting/Conference Expense		\$0.00	\$0.00
20	23) Employee Training (no travel)		\$0.00	\$0.00
21	24) Classified Advertising		\$0.00	\$0.00
22	25) In-State Board Meeting Expense		\$0.00	\$0.00
23	26) Total Non-Fixed Operating Expenses	\$0.00	\$0.00	\$0.00
24				
25	27) Office Rent (Land, Buildings, etc.)		\$0.00	\$0.00
26	28) Furniture Rental		\$0.00	\$0.00
27	29) Equipment Rental (Phones, Computer, etc.)		\$0.00	\$0.00
28	30) Vehicle Rental		\$0.00	\$0.00
29	31) Dues & Subscriptions		\$0.00	\$0.00
30	32) Insurance & Bonding		\$0.00	\$0.00
31	33) Books/Library Reference Materials		\$0.00	\$0.00
32	34) Mortgage Principal, interest and Bank Fees		\$0.00	\$0.00
33	35) Other Expenses: provide explanation		\$0.00	\$0.00
34	36) Total Fixed Charges & Other Expenses	\$0.00	\$0.00	\$0.00
35				
36	37) Buildings & Improvements		\$0.00	\$0.00
37	38) Leasehold Improvements		\$0.00	\$0.00
38	39) Furniture/Non-Computer Eqpt., \$500+ per item		\$0.00	\$0.00
39	40) Computer Equipment/Printers, \$500+ per item		\$0.00	\$0.00
40	41) Furniture/Eqpt., under \$500 per item		\$0.00	\$0.00
41	42) Total Property & Equipment Outlay	\$0.00	\$0.00	\$0.00
42				
43	43) Purchases of Services		\$0.00	\$0.00
44	44) Contracts With Service Providers		\$0.00	\$0.00
45	45) Stipends/Scholarships/Bonuses		\$0.00	\$0.00
46	46) Cash Grants and Awards		\$0.00	\$0.00
47	47) Non-Cash Grants and Awards		\$0.00	\$0.00
48	48) Total Services/Contracts/Grants	\$0.00	\$0.00	\$0.00
49				
50	49) Total Participant Training Expense		\$0.00	\$0.00
51				
52	50) Total Budgeted Expenditures	\$71,676.00	\$0.00	\$71,676.00

The North Carolina Partnership for Children, Inc.
Smart Start Cost Principles
Revised July 2, 2007

Purpose

This document establishes principles for determining costs that may be paid with State Smart Start funds. These Cost Principles are not intended to address all items of cost.

Effective July 1, 2005, the State adopted new administrative rules, Title 09 NCAC 03M, "Uniform Administration of State Grants," applicable to non-State entities that receive grants of State funds. These rules provide that Federal Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," be used in the determination of allowable uses of State funds.

OMB Circular A-87 specifies that OMB Circular A-122, "Cost Principles for Non-Profit Organizations," should be used by not-for-profit organizations. Accordingly, these Cost Principles incorporate the relevant provisions of OMB Circular A-122.

Applicability

These Cost Principles are applicable only to Smart Start funds, including program income, and supersede any prior guidance for the items listed. Other sources of funds may have specific guidelines and principles that must be used for their funds. Accordingly, each grant agreement or contract related to sources of funds other than Smart Start should be reviewed carefully to ensure compliance with requirements.

These Cost Principles apply to The North Carolina Partnership for Children, Inc., the local partnerships, and their direct service providers and grantees. More restrictive provisions apply to direct service providers and grantees in three areas (Section B.12, Flowers; Section B.16, Interest; and Section B.27, Severance Pay) as identified in bold text below.

Stricter principles may be adopted if desired.

Effective Date

These Cost Principles are effective July 2, 2007.

General Principles

A. Basic Considerations

1. Factors affecting allowability of costs.

In order to be paid from Smart Start funds, costs must meet the following general criteria:

- a. Be reasonable and in compliance with these principles.

- b. Conform to any limitations or exclusions set forth in these principles.
- c. Be consistent with policies and procedures of NCPC and the local partnership.
- d. Be adequately documented.

2. Reasonable costs.

A cost is reasonable if, in its nature or amount, it does not exceed that which would be prudent under the circumstances prevailing at the time the decision is made to incur the cost. In determining the reasonableness of a given cost, consideration shall be given to:

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of services.
- b. The restraints or requirements imposed by such factors as generally accepted sound business practices, fair and open competitive bidding, Federal and State laws and regulations, and terms and conditions of the Smart Start contract or grant agreement.
- c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the State.

B. Selected Items of Cost

1. Advertising

The term “advertising costs” means the costs of advertising media. Advertising media include magazines, newspapers, radio and television programs, direct mail, exhibits, and the like.

- a. The following costs are allowable:
 - (1) Classified advertising for recruitment of employees;
 - (2) Advertising for the procurement of goods and services;
 - (3) Advertising related to the disposition of property and equipment;
 - (4) Yellow page advertisements that publicize direct services for children and families;
 - (5) Display advertisements that publicize direct services for children and families;
 - (6) Radio or television advertisements that publicize direct services for children and families; and,
 - (7) Listings in community and resource directories.
- b. The following costs are unallowable:
 - (1) Yellow page, display, classified, radio or television advertisements other than those to publicize direct services for children and families; and
 - (2) Billboards.
- c. Also see **Section B.23, Promotion and Public Relations.**

2. Alcoholic Beverages

Costs of alcoholic beverages are unallowable.

3. Apparel and Jewelry

- a. Costs of apparel are unallowable. Apparel includes, but is not limited to, t-shirts, jackets, aprons, and hats.
- b. Costs of jewelry are unallowable.

4. Audit Services

- a. Costs of audit services for local partnerships are unallowable.
- b. Costs of audit services for direct service providers or grantees are allowable **only** if an audit is required by the State (resulting from total State funding exceeding \$500,000). Costs are allowable **only in the proportion** of revenues that Smart Start represents of the total revenues.

5. Bad Debts

Bad debts, including losses (whether actual or estimated) arising from uncollectible accounts and other claims, related collection costs, and related legal costs, are unallowable.

6. Capital and Repair and Maintenance

- a. Capital expenditures are prohibited by legislation and are unallowable.
- b. The term "capital" is defined as "land acquisitions, new construction, or rehabilitation of existing facilities, and repairs and renovations" (N.C.G.S. § 143-34.40).
- c. Costs incurred for improvements which: 1) add to the permanent value of the buildings and/or for land; or 2) appreciably prolong the life of the asset, shall be treated as capital expenditures.
- d. Capital "repairs and renovations" are defined by N.C.G.S. § 143-15.3A to include the following types of projects:
 - (1) Roof repairs and replacements;
 - (2) Structural repairs;
 - (3) Repairs to electrical, plumbing, and heating, ventilating, and air-conditioning systems;
 - (4) Improvements and renovations to improve use of existing space;
 - (5) Improvements to roads, walks, drives, utilities infrastructure;
 - (6) Historical restoration; and
 - (7) Improvements to meet safety or Federal and State standards.
- e. Costs incurred for necessary, recurring minor maintenance, repair, or upkeep of buildings that do not add to the permanent value of the property or

appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable.

7. Contributions and Donations

Contributions and donations to others are unallowable other than cash and non-cash grants to individuals or organizations identified with an approved service activity.

8. Defense and Prosecution of Criminal and Civil Proceedings, Claims and Appeals

- a. Legal costs incurred in connection with any criminal, civil or administrative proceeding commenced by the Federal Government, or a State, or local government are not allowable if the proceeding:
 - (1) Relates to a violation, or failure to comply with, a Federal, State or local statute or regulation; **and**
 - (2) Results in any of the following dispositions:
 - i. In a criminal proceeding, a conviction;
 - ii. In a civil or administrative proceeding involving an allegation of fraud or similar misconduct, a determination of organizational liability.
 - iii. In the case of any civil or administrative proceeding, the imposition of a monetary penalty.
 - iv. A disposition, by consent or compromise, if the action could have resulted in any of the dispositions described above.
- b. Legal costs incurred in connection with proceedings described in **paragraph a**, but which are not made unallowable by that paragraph, are allowable to the extent that they are reasonable and necessary and cannot be recovered from another party.

9. Employee Salaries and Fringe Benefits

- a. Costs for salaries and wages must be based on documented timesheets approved by a responsible member of the organization.
- b. Timesheets that reflect the distribution of activity of each employee must be maintained for all staff members (professionals and nonprofessionals).
- c. Costs for salaries and wages must reflect an after-the fact determination of the actual time spent on each activity. Budget estimates are not allowed.
- d. Employee fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave and the like are allowable.
- e. Employee fringe benefits in the form of extended paid leave, such as sabbatical or paid family medical leave, are unallowable.

- f. Pension plan costs incurred in accordance with established policies are allowable, provided such policies meet the test of reasonableness and are not discriminatory.
- g. Employee fringe benefits in the form of gifts or gift certificates are unallowable, with the exception of token items (i.e., value of \$25 or less) to recognize employees for years of service.

10. Entertainment

Costs of activities for amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows, amusement parks or sports events; meals and lodging; rentals; and transportation) are unallowable. Also see **Section B.24, Recognition Events.**

11. Fines, Penalties and Fees

- a. Costs of fines and penalties resulting from violations of, or failure of the Partnership to comply with Federal, State, and local laws and regulations are unallowable.
- b. Costs of non-sufficient fund (NSF) fees are unallowable.

12. Flowers

Costs of flowers are allowable only in the following circumstances:

- a. Condolences to an employee upon the death of a spouse, parent, child or stepchild of the employee;
- b. Condolences to the employee's family in the event of the death of a Partnership employee; and
- c. Condolences to an employee in the event of his or her hospitalization.
- d. Costs of flowers are unallowable for direct service providers or grantees.**

13. Food

- a. Costs of food are allowable only in the following circumstances:
 - (1) For Partnership Board or Board Committee meetings; or
 - (2) For service and grant activities for which food purchases have a documented legitimate business purpose and are needed to accomplish the purpose of the activity.
 - (3) Also see **Section B.18, Meetings and Conferences.**
- b. All events at which food is served must be work-related and must involve persons other than partnership employees.
- c. Due care and judgment must be used to ensure that purchases of food are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

14. Fund Raising

- a. Costs of organized fund raising for contributions that do not qualify as a Smart Start program match, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions, are unallowable.
- b. Costs of fund raising, including financial campaigns and the solicitation of cash and in-kind donations to meet the legislative mandate for program match are allowable.

15. Goods or Services for Personal Use

Costs of goods, equipment or services for personal use are unallowable, with the exception of token items (i.e., value of \$25 or less) for partnership board member appreciation.

The term “goods or services for personal use” includes beach mats, umbrellas, coolers, tote bags, pen sets, and other “giveaway” items.

Also see **Section B.24, Recognition Events.**

16. Interest

- a. Interest costs on borrowed capital or for the use of funds borrowed from the organization’s non-Smart Start funds are unallowable.
- b. Interest on debt incurred subsequent to June 30, 2001, to acquire or replace capital assets is unallowable.
- c. Interest on debt incurred prior to July 1, 2001 to acquire or replace capital assets is allowable.
- d. See **Section B.6, Capital and Repair and Maintenance**, for the definition of “capital.”
- e. **Interest costs are unallowable for direct service providers or grantees.**

17. Lobbying

- a. Costs associated with the following activities are unallowable:
 - (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
 - (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
 - (3) Any attempt to influence: (i) the introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or

local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

- (4) Any attempt to influence: (i) the introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
 - (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.
- b. The following activities are excepted from the coverage of **paragraph a**:
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of the Smart Start Program through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof;
 - (2) Educating any member of the public about the work of, and services provided by, the partnership;
 - (3) Any lobbying made unallowable by **paragraph a(3)** to influence State legislation in order to directly reduce the cost, or to avoid material impairment of authority to perform Smart Start services;
 - (4) Any activity specifically authorized by statute to be undertaken with Smart Start funds; and
 - (5) Communications with any legislative body whose actions might affect the organization's existence, powers and duties, tax-exempt status, or the deductibility of contributions.

18. Meetings and Conferences

- a. Costs associated with the conduct of meetings and conferences include the cost of renting facilities, meals, speakers' fees, etc.
- b. To the extent that these costs are identifiable with a specific service activity, they should be charged to that activity. These costs are allowable, provided that they have a legitimate business purpose.
- c. Due care and judgment must be used to ensure that meeting and conference costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.
- d. Also see **Section B.10, Entertainment** and **Section B.13, Food**.

19. Memberships

- a. Costs of membership in civic or community organizations that provide benefits to the organization, such as training and networking, are allowable.
- b. Costs of memberships in any country club or social or dining club or organization are unallowable.
- c. Costs of memberships for lobbying or advocacy are unallowable.
- d. Due care and judgment must be used to ensure that membership costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

20. Participant Costs

- a. Participant support costs are costs for items such as stipends, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in conjunction with meetings, conferences, or training.
- b. These costs are allowable as part of an approved service activity.

21. Patents, Royalties and Copyrights

Costs related to patents, royalties and copyrights are allowable with prior NCPC approval.

22. Professional Services Costs

- a. Costs of professional and consultant services provided by persons who are members of a particular profession or possess a special skill, and **who are not also officers or employees of the organization to which services are provided**, are allowable subject to **paragraphs b and c** when reasonable.
- b. In determining the allowability of costs in a particular case, the following factors are relevant:
 - (1) The nature and scope of the services rendered in relation to the service required;
 - (2) The necessity of contracting for the service, considering the organization's capacity;
 - (3) Whether the service can be performed more economically by direct employment rather than contracting;
 - (4) Adequacy of the contractual agreement for the service (e.g., description of the service, estimate of time required, rate of compensation, and termination provisions).
- c. Allocation or assignment of costs among activities must be based on documented distributions approved by a responsible member of the organization.

NOTE: For professional services contracts with individuals, the organization must comply with Internal Revenue Service regulations regarding the determination of the status of the individual as an independent contractor versus an employee.

23. Promotion and Public Relations

- a. Pursuant to Smart Start legislation, expenditures of Smart Start funds for promotional activities are unallowable. Promotional activities are those that promote the Smart Start Initiative and/or organization in a general manner and do not publicize specific available services.
- b. Also see **Section B.1, Advertising**.
- c. The terms “promotion” or “public relations” include community relations and means those activities dedicated to maintaining the image of the organization or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- d. Costs associated with the following items are allowable:
 - (1) Communicating with the public and press pertaining to specific activities or accomplishments which result from performance of the Smart Start Initiative (these costs are considered necessary as part of the outreach effort);
 - (2) Conducting general liaison with news media and government officials, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of contract/grant awards, financial matters, etc.;
 - (3) Sponsorship of, or participation in, community health fairs or children’s fairs that focus on the provision of service to parents and children, including reasonable costs of signage to publicize the partnership’s sponsorship of, or participation in, the event;
 - (4) Parent education materials (parent education videos, educational displays, resource guides, resources for “Welcome Baby” packets, etc.);
 - (5) Newsletters, educational brochures and annual reports;
 - (6) Websites;
 - (7) Advertisements, newspaper inserts, and radio or television announcements that publicize direct services for children and families;
 - (8) Materials in “Welcome Baby” packets or distributed through hospitals libraries or other distribution means that directly reach parents of young children and serve as a resource for parents; and
 - (9) Signage for quality improvement items purchased for child care centers, libraries, etc. (labels for books or signage that provides information that Smart Start provided the service).
- e. The following costs for general promotion are unallowable:
 - (1) Costs of meetings or other events related to general promotional activities including:
 - i. Displays, posters, banners, demonstrations, and exhibits; and

- ii. Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other promotional events;
- (2) General promotional videos (not parenting videos);
- (3) Public relations consultants for general promotion of the partnership; and
- (4) Advertisements, newspaper inserts, and radio or television announcements other than those that publicize direct services for children and families.
- f. The following costs of promotional items and memorabilia (with or without a logo) are unallowable, including, but not limited to:
 - i. "Giveaway" items, including but not limited to, lunch bags, umbrellas, coffee mugs, stadium cups, license plates, stress balls, frisbees, etc.; and
 - ii. Jewelry, lapel pins, stickers and tattoos.
- g. The costs of billboards are unallowable.
- h. Due care and judgment must be used to ensure that public relation costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

24. Recognition Events

- a. Recognition events are defined as events to recognize individuals or agencies for performance. Costs associated with recognition events include the cost of renting facilities, meals, speakers' fees and the like.
- b. To the extent that these costs are identifiable with a specific service activity, they should be charged to that activity. These costs are allowable, provided that they have a documented legitimate business purpose and the event is identified in the contract activity description.
- c. Due care and judgment must be used to ensure that recognition events are not or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.
- d. Also see **Sections B.2, Alcoholic Beverages; B.10, Entertainment; B.13, Food; and B.15, Goods or Services for Personal Use.**

25. Rental Costs

- a. Rental costs are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition and value of the property leased.
- b. Rental costs under "sale and leaseback" arrangements are allowable only up to the amount that would be allowed had the partnership continued to own the property.

26. Selling and Marketing Expenses

- a. Costs of selling and marketing any products or services must be netted against any income derived.
- b. Losses on sales of products or services are unallowable.

27. Severance Pay

- a. Severance pay is a payment to employees whose employment is being involuntarily terminated. Severance pay is defined as an additional payment upon termination other than regular salaries and wages or vacation and sick leave payouts.
- b. Costs of severance pay are allowable only to the extent that in each case, it is required by (i) law, (ii) employer-employee contractual agreement; or (iii) policy approved by the Partnership Board of Directors in place at time of termination.
- c. Costs of severance pay are unallowable for direct service providers or grantees.**

28. Travel

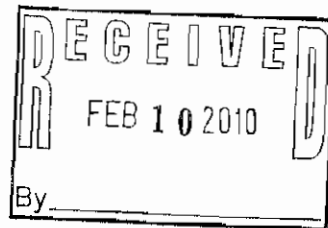
- a. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by individuals traveling on business.
- b. The maximum allowable payment for meals shall be the rates set by the State.
- c. Individuals may receive payment for meals for partial days of travel when traveling overnight and the partial day is the day of departure or the day of return.
- d. Individuals may receive payment for breakfast and evening meals when traveling when the following applies:
 - (1) Breakfast – departure from duty station/home prior to 6:00 a.m.
 - (2) Dinner – return to duty station/home after 8:00 p.m.
- e. Payment for lunch for travel away from home or duty station is unallowable if travel does not involve an overnight stay, with the exception that employees may receive payment for lunch when the employee's job requires attendance at a meeting in his or her official capacity and involves persons other than partnership employees.
- f. Payment for meals is unallowable if the meal is provided during a conference or workshop, or if the cost of the meal is included in the registration fee.
- g. Payment for breakfast for travel away from home or duty station on business is allowable even if the lodging establishment offers a free continental breakfast.
- h. The maximum allowable mileage reimbursement rate for the use of personal vehicles is the rate set by the State.
- i. Reimbursement of mileage for commuting is unallowable. "Commuting" is defined as "traveling between your home and your place of work."

- j. Every effort should be made to obtain the State rate for lodging. Excess lodging authorization must be obtained from the partnership Executive Director or his or her designee in order to reimburse for actual costs that exceed the State rate.
- k. Charges for recreation fees, such as movies and gym use, are unallowable.
- l. The actual cost of moderately-priced coach airfare is allowable. Due care should be taken to obtain economical airfare.
- m. The actual cost of moderately-priced vehicle rental is allowable.
- n. Attendance by multiple employees at out-of-state conferences should be limited. Staff attending should share information with other Partnership staff.
- o. International travel is unallowable.



2010-2011 APPLICATION FOR SMART START FUNDING

Due: February 12, 2010



1. APPLICANT INFORMATION

A. Applicant Organization

Legal Name: Union County Public Library

Mailing Address: 316 E. Windsor Street, Mouroe, NC 28112

Street Address (if different): _____

Phone: 704-283-8184 x222 Fax: 704-282-0657 Email: msmith@union.lib.nc.us

Name/Title of Contract Administrator: Martie Smith

Name/Title of Person Authorized to Sign Grant Agreement: Al Greene, County Manager

Federal Employer Identification Number: 56-6000345

B. Proposal Information

Union Smart Start Activity Title: Smart Start Family Literacy

How many years have you received Smart Start funds for this activity? 4

Have you ever reverted Smat Start funds? Yes No

If so, in what years, and for how much and why? \$162.07 in 2007 and \$33.23 in 2009 (Actual benefits costs were different at the year's end)

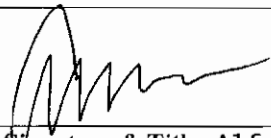
C. Financials

Smart Start Funds Requested: \$ 68, 676.00

Total Annual Project Budget: \$ 76, 256.00 Smart Start Request as % of Total Annual Budget 90 %

For the *current* fiscal year, provide the following information:

<u>All Sources of Funding for this Activity</u>	<u>Amount Dollar Amount Pledged or Received</u>	<u>Percent of Total Annual Project Budget</u>
Union Smart Start	\$ 68, 676.00	90%
Union County (In-Kind)	\$ 4,216.00	5.6%
Union County (Cash)	\$ 3,364.00	4.4%
TOTALS	\$\$	100%



 Authorized Signature & Title **Alfred W. Greene, County Manager**

2-3-10

 Date



2. PROGRAM SUMMARY

ACTIVITY TITLE: Smart Start Family Literacy

A. Think about the last 12-24 months . Describe the significant successes or achievements made by this program. (250 word limit)

In its four years of existence, Smart Start Family Literacy has reached a little over 1,200 parents and children combined. Though program longevity and steady attendance are good indicators of success, it is the families' personal stories that demonstrate the true value of this program. As a result of participating in the Smart Start Family Literacy workshop, families tell us that they take more trips to the library and participate more in library storytime. We often see first hand these visits to the library as well as parents utilizing the library for the first time or applying for library cards. Parents give us a glimpse of what occurs outside the library's walls as well. They tell us accounts of their children being among the top readers in their class, the newfound interest in stories and literacy activities, or how books they received from Smart Start Family Literacy have quickly become the storytime favorite at their house. Even months or years after attending this program, parents still benefit from their participation in Smart Start Family Literacy, taking the lessons and tips learned about early literacy to teach their children as they grow. As a result of hearing so many success stories from parents, we decided to feature some of them in a series entitled "Family Literacy Portraits." The series can be found in Union County Public Library's newsletter *Beyond Books*. In this way, families are able to use their own voices to advocate the importance of family literacy.

B. Describe the significant barriers and how the program overcame them. (250 word limit)

One initial barrier at the program's inception involved lack of active participation from African-American families. Through time and successive outreach, we gradually begin to establish trust with and see a greater response from the African-American community. Collaborative efforts with Head Start helped us in fostering this relationship.

Another barrier of the program concerned matters of retention. Participation in all four scheduled sessions of the workshop, while attainable, was not always possible for families with very young children. Offering individual sessions to accommodate those families unable to attend regularly scheduled sessions helped to ensure that families participated in all four sessions of the Smart Start Family Literacy workshop, thus benefitting from the entire program.

C. Describe the importance of this program to the children of Union County, to families, to our future prosperity and the success of the Smart Start mission and why Smart Start should continue to fund this program. (250 word limit)

Smart Start wants to see children enter school ready to succeed. Much of a child's success in school depends on their ability to read. Smart Start Family Literacy directly supports Smart Start's mission by working with parents to ensure that Union County children enter school ready to read. While it can be difficult to recruit participation in family literacy programs, the Smart Start Family Literacy program, through patience, consistency, and creativity, has broken through that barrier. In fact, we have built up considerable momentum; agencies and schools want to work with us, and families want to take our workshops. We are poised to make even greater strides in the coming year toward our goal of every child entering school with the skills they need to read and succeed.



Smart Start Family Literacy is not only valuable to the children it serves, but to the families and the community as well. The program strengthens the family unit by promoting positive parent-child shared book reading. Stronger families equal stronger communities. Family literacy offers parents avenues to build self-confidence and to access networks of social support. Perhaps most importantly, Smart Start Family Literacy transmits a message to the community that a child's reading readiness is a priority and parents are key players in this process. As a result, with support from the community, parents will be more inclined to show interest in their child's future school work and will continue to benefit from the life-long connection to the library this program promotes.



3. EVALUATION PLAN with Output Targets for 2010-2011

ACTIVITY TITLE: Smart Start Family Literacy

Data Collection				Analysis & Reporting		
<i>What data* will be collected?</i>	<i>Output Targets*</i>	<i>Who will collect the data?</i>	<i>How will it be collected?</i>	<i>When will it be collected?</i>	<i>How will the data be reported?</i>	<i>When will the data be reported?</i>
# of presentations to community groups/events	24	Family Literacy staff	Tabulation	Periodically	Quarterly reports to Union Smart Start	Quarterly
# of sessions held	96	Family Literacy staff	Simple tabulation	As workshops are planned	Quarterly reports to Union Smart Start	Quarterly
# of families enrolled in workshops and attending at least one session	125	Family Literacy staff	Attendance records	At each workshop session	Quarterly reports to Union Smart Start	Quarterly
# or parents, grandparents or guardians attending at least one session	135	Family Literacy staff	Attendance records	At each workshop session	Quarterly reports to Union Smart Start	Quarterly
# of children that will be impacted.	175	Family Literacy staff	Registration form	At the first workshop session	Quarterly reports to Union Smart Start	Quarterly
% of families who complete all 4 sessions.	80% (100/125)	Family Literacy staff	Attendance records	At each workshop session	Quarterly reports to Union Smart Start	Quarterly
% of surveys completed (from families completing all 4 sessions)	100% (100/100)	Family Literacy staff	Completed surveys	At the end of the fourth session	With the attendance logs; in the quarterly reports	Within 10 days of end of session; Quarterly

(*based on existing Logic Model or updated Logic Model for new program element and proposed budget)



4. BUDGET NARRATIVE --2010-2011

ACTIVITY TITLE: SMART START FAMILY LITERACY			
Budget Line Item	2010-11 Smart Start Funds Requested	2009-10 Smart Start Funds Allocated	Budget Narrative: 1. Provide details for items included in each line item where funds have been requested. 2. Explain changes of 10% or more from prior allocation. USE AS MUCH SPACE AS NEEDED.
11) Personnel	\$ 66,040.00	\$ 67,199.00	Kacy Vega FT @ 37,502 plus benefits; Barb Seavey 728 hours @ \$17.21 plus FICA. (both salaries same rate as FY 2009 and FY2010). In kind support by library staff: \$567 for 3 hrs director; 12 hrs assistant director; 9 hrs finance specialist.
12) Contracted Services			
13) Total Personnel & Contracted Services	\$ 66,040.00	\$ 67,199.00	
14) Office Supplies & Materials	\$ -	\$ 1,188.00	In kind: \$1069 for office supplies
15) Service Related Supplies	\$ 2,636.00	\$ 5,420.00	Library match: \$2364 to include \$500 for program materials + 4 books each family @ \$9 x 125 families
16) Total Supplies & Materials	\$ 2,636.00	\$ 6,608.00	
17) Travel			In kind: \$270
18) Communications & Postage			In kind: \$300
19) Utilities			
20) Printing & Binding			
21) Repair and Maintenance			
22) Meeting/Conference Expense			
23) Employee Training (no travel)			In kind: \$2010 for Family Literacy certification 3-hr course
24) Classified Advertising	\$ -	\$ 350.00	Expense deleted from budget
25) In-State Board Meeting Expense			
26) Total Non-Fixed Operating Expenses	\$ -	\$ 350.00	
27) Office Rent (Land, Buildings, etc.)			In-kind use of office space.
28) Furniture Rental			In-kind use of library furniture
29) Equipment Rental (Phones, Computer, etc.)			In-kind use of library phone system & network.
30) Vehicle Rental			
31) Dues & Subscriptions			
32) Insurance & Bonding			
33) Books/Library Reference Materials			
34) Mortgage Principal, Interest & Bank Fees			
35) Other Expenses			

36) Total Fixed Charges & Other Expenses	\$ -	\$ -	
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37) Buildings & Improvements			
38) Leasehold Improvements			
39) Furniture/Non-Computer Eqpt., \$500+/item			
40) Computer Eqpt./Printers, \$500+/item			
41) Furniture/Eqpt., under \$500/item			
42) Total Property & Equipment	\$ -	\$ -	
43) Purchases of Services			
44) Contracts with Service Providers			
45) Stipends/Scholarships/Bonuses			
46) Cash Grants and Awards			
47) Non-Cash Grants and Awards	\$ -	\$ 2,150.00	Library Match: \$1000 for end-of-session awards for 100 families @ \$10
48) Total Services, Contracts & Grants	\$ -	\$ 2,150.00	
49) Total Participant Training Expenses			
50) Total Budgeted Expenditures	\$ 68,676.00	\$ 76,307.00	



5. PERSONNEL LISTING

ACTIVITY TITLE: _____

For each individual (staff or contracted) to be funded through this Smart Start activity, please complete the following chart and attach the appropriate job/position description.

Name	Position Title	Personnel Cost (total of salary, benefits, etc.)
Kacy Vega	Family Literacy Coordinator	\$52,553
Barbara Seavey	Family Literacy Assistant	\$13,487
Total Personnel Cost (should equal Budget Line 13)		\$66,040

**LIBRARY ASSISTANT III – Family
Literacy - Smart Start Grant**Class Code:
2351UNION COUNTY
Established Date: Aug 16, 2006
Revision Date: Aug 17, 2006**SALARY RANGE**\$16.16 - \$24.25 Hourly
\$1,293.15 - \$1,939.77 Biweekly
\$2,801.83 - \$4,202.83 Monthly
\$33,622.00 - \$50,434.00 Annually**GENERAL STATEMENT:**

Under supervision of the Assistant Director, performs library work through a Smart Start Family Literacy Grant. Employee will plan, coordinate, and present programs for parents designed to train them to interactively read and share books with their children. Employee will present story time programs to children. Employee will work with other agencies and organizations in the community to plan and promote programs.

THE POSITION IS FUNDED BY A SMART START GRANT AND IS TEMPORARY.

ESSENTIAL FUNCTIONS:

Using the "Every Child Ready to Read" program developed by the American Library Association, teaches parents specific skills to interactively read and share books with their children in order to stimulate intellectual development and develop reading readiness. Training sessions will be held at Union County Public Library locations and in a variety of locations within the community in accordance with the terms of the UCPC Family Literacy grant.

Employing the skills taught in the Every Child Ready to Read program, presents programs designed to motivate preschool children's interest in books, story telling and other pre-literacy skills.

Finds venues for training sessions and arranges logistics for those locations. Advertises and promotes programs, using a variety of methods.

Works in the community to plan and promote programs. This includes speaking with parent groups at preschools and daycare centers, at PTA programs, churches and other community organizations. One on one invitations in the community and at businesses are also required.

Translates and prepares library information and brochures in Spanish and English.

Works with local agencies serving children, such as the Union County Partnership for Children, United Family Services, Health Department and others, to promote family literacy training sessions.

Coordinates with the Library's Hispanic Services staff, Children's Services staff, and Outreach staff to develop unified presentation methods and to identify target audiences for Family Literacy programs.

Works on-on-one with Spanish-speaking parents in the Library to encourage and facilitate English-language proficiency.

Helps program participants to register for library cards and use library resources.

Collects data for reporting to UCPC and evaluating the success of the Family Literacy Program. Makes recommendations to improve the effectiveness of the program.

ADDITIONAL JOB FUNCTIONS

Attends staff development programs and applies skills and knowledge learned.
Answers telephone queries quickly and efficiently, referring callers to the appropriate library department without inconveniencing customers who are physically present.
Maintains a neat, attractive, well-functioning, and safe working environment; notify Facilities Coordinator as to any maintenance needs.
Enforces library policies regarding patron behavior; immediately reports any unsafe or threatening condition to library security personnel, administration, or proper authorities.
Makes suggestions for service or procedural improvements.
Accepts changes in hours or assigned tasks as needed to provide excellent public service; adheres to assigned schedule with regular and dependable attendance.
Responds to the needs of coworkers in work unit; cooperates with and supports all staff throughout the library system.
Performs related duties as required

EDUCATION AND EXPERIENCE:

Fluency in Spanish and English, both written and spoken. A 4-year degree in education, languages or other liberal arts, or some post-secondary education and advanced knowledge of Spanish language and Latino culture, or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

SPECIAL REQUIREMENTS:

Valid NC Driver's License and use of personal vehicle.

Evening and weekend hours are required.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS:

Physical Requirements: Must be physically able to operate a variety of machinery and equipment including computers, printers, projectors, telephones, calculators, copiers, fax machines, tape players, paper cutters, etc. Must be physically able to operate a motor vehicle. Must be able to exert up to 50 pounds of force occasionally, and/or a negligible amount of force constantly to move objects. Physical demand requirements are for Medium Work.

Data Conception: Requires the ability to compare and/or judge the readily observable, functional, structural or composite characteristics (whether similar or divergent from obvious standards) of data, people or things.

Interpersonal Communication: Requires the ability to speak and/or signal people to convey or exchange information. Includes receiving instructions, assignments or directions from superiors.

Language Ability: Requires the ability to read a variety of forms, correspondence, literature, etc. Requires the ability to prepare a variety of forms, charts, logs, schedules, etc., using prescribed formats. Requires the ability to speak to people with poise, voice control and confidence. Requires these language competencies in both English and Spanish languages.

Intelligence: Requires the ability to apply rational systems to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists; to interpret a variety of instructions furnished in written, oral, diagrammatic, or schedule form.

Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in Standard English and Spanish as used by Latinos.

Numerical Aptitude: Requires the ability to utilize mathematical formulas; to add and subtract; multiply and divide; utilize decimals and percentages.

Form/Spatial Aptitude: Requires the ability to inspect items for proper length, width and shape.

Motor Coordination: Requires the ability to coordinate hands and eyes rapidly and accurately in using office equipment.

Manual Dexterity: Requires the ability to handle a variety of items such as office equipment. Must have minimal levels of eye/hand/foot coordination.

Color Discrimination: Requires the ability to differentiate between colors and shades of color.

Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with persons acting under stress.

Physical Communication: Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear.) Must be able to communicate via telephone.

PERFORMANCE INDICATORS

Performance will be assessed according to the GAUGE guidelines for Core Value Competencies and Performance Essential Competencies.

In addition, employee in this job will be appraised for the following Job Specific Competencies:

CHANGE ORIENTATION: The ability to accommodate new or changing conditions

- Flexibility

Handles variations in work assignments/activities with few difficulties

- Willingness

Accepts reasons for change

- Adaptability

Adapts to changing circumstances, policies, workload and attitudes of others

- Innovative

Recognizes and applies progressive industry trends

- Risk-taking

Evaluates possible risks and engages in conservative risk-taking

DECISION-MAKING/ JUDGEMENT: Choosing an appropriate course of action under normal and difficult circumstances

- Comprehensive

Gathers information to ensure all factors are considered, including a historical perspective

- Incisive

Able to select appropriate choice after carefully reviewing and analyzing applicable information

- Common Sense

Decisions are sound, acceptable and are based on common sense

- Inclusive

Solicits feedback and input from work unit before implementing decisions

- Decisive

Able to choose an appropriate time to make and implement decisions

- Foresight

Considers impact of decisions

IMPACT/INFLUENCE: How one affects the activities and operations of the county

- Credibility

Ideas and opinions are sought by others in the organization

- Persuasiveness

Can usually persuade others to accept his/her point of view

- Leverage

Is adept at planning and staffing ideas and proposals to increase probability of acceptance

ORGANIZATIONAL/INDUSTRY KNOWLEDGE: Understanding the role of local government and the particulars of assigned functional area

- Public Service Ethic

Recognizes the role of local government in the community and behaves accordingly

- Cultural Understanding

Understands the organizational culture and performs work in a complementary fashion

- Civic Knowledge

Can accurately explain the organization's structure and major products/services

- Policy Understanding

Knows and understands county policies that affect the department

- Political Astuteness

Understands, accepts and communicates political realities and implications

PLANNING/ORGANIZING: A forward focus, resulting in scheduling work, setting goals, anticipating and preparing for future assignments and establishing priorities

- Plan Preparation

Determines priorities, schedules activities, and initiates appropriate course of action

- Back-up Planning

Anticipates problems in reaching desired results and develops contingency plans

- Strategic Planning

Develops and balances short and long range performance plans

SAFETY: Work practices as they affect production, self and others

- Safety Knowledge

Understands all safety issues associated with organizational role

- Safety Practices

Knows and uses safety techniques, procedures, materials, etc. necessary to perform duties safely

- Safety Results

Has no chargeable accidents or injuries within the current performance period

- Safety Training

Attends regular safety training without prompting

WORK HABITS: Consistent individual behaviors that impact work

- Personal Grooming



**PT LIBRARY ASSISTANT III –
FAMILY LITERACY/Smart Start
Grant**

Class Code:
2387

UNION COUNTY
Established Date: Aug 16, 2006
Revision Date: Aug 17, 2006

SALARY RANGE

\$16.16 - \$24.25 Hourly
\$1,293.15 - \$1,939.77 Biweekly
\$2,801.83 - \$4,202.83 Monthly
\$33,622.00 - \$50,434.00 Annually

GENERAL STATEMENT:

Under supervision of the Assistant Director, performs library work through a Smart Start Family Literacy Grant. Employee will plan, coordinate, and present programs for parents designed to train them to interactively read and share books with their children. Employee will present story time programs to children. Employee will work with other agencies and organizations in the community to plan and promote programs.

The position is funded by a Smart Start grant and is temporary.

ESSENTIAL FUNCTIONS:

Using the "Every Child Ready to Read" program developed by the American Library Association, teaches parents specific skills to interactively read and share books with their children in order to stimulate intellectual development and develop reading readiness. Training sessions will be held at Union County Public Library locations and in a variety of locations within the community in accordance with the terms of the UCPC Family Literacy grant.

Employing the skills taught in the Every Child Ready to Read program, presents programs designed to motivate preschool children's interest in books, story telling and other pre-literacy skills.

Finds venues for training sessions and arranges logistics for those locations. Advertises and promotes programs, using a variety of methods.

Works in the community to plan and promote programs. This includes speaking with parent groups at preschools and daycare centers, at PTA programs, churches and other community organizations. One on one invitations in the community and at businesses are also required.

Translates and prepares library information and brochures in Spanish and English.

Works with local agencies serving children, such as the Union County Partnership for Children, United Family Services, Health Department and others, to promote family literacy training sessions.

Coordinates with the Library's Hispanic Services staff, Children's Services staff, and Outreach staff to develop unified presentation methods and to identify target audiences for Family Literacy programs.

Works on-on-one with Spanish-speaking parents in the Library to encourage and facilitate English-language proficiency.

Helps program participants to register for library cards and use library resources.

Collects data for reporting to UCPC and evaluating the success of the Family Literacy Program. Makes recommendations to improve the effectiveness of the program.

ADDITIONAL JOB FUNCTIONS

Attends staff development programs and applies skills and knowledge learned.
Answers telephone queries quickly and efficiently, referring callers to the appropriate library department without inconveniencing customers who are physically present.
Maintains a neat, attractive, well-functioning, and safe working environment; notify Facilities Coordinator as to any maintenance needs.
Enforces library policies regarding patron behavior; immediately reports any unsafe or threatening condition to library security personnel, administration, or proper authorities.
Makes suggestions for service or procedural improvements.
Accepts changes in hours or assigned tasks as needed to provide excellent public service; adheres to assigned schedule with regular and dependable attendance.
Responds to the needs of coworkers in work unit; cooperates with and supports all staff throughout the library system.
Performs related duties as required.

EDUCATION AND EXPERIENCE:

Fluency in Spanish and English, both written and spoken. A 4-year degree in education, languages or other liberal arts, or some post-secondary education and advanced knowledge of Spanish language and Latino culture, or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

SPECIAL REQUIREMENTS:

Valid NC Driver's License and use of personal vehicle.

Evening and weekend hours are required.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS:

Physical Requirements: Must be physically able to operate a variety of machinery and equipment including computers, printers, projectors, telephones, calculators, copiers, fax machines, tape players, paper cutters, etc. Must be physically able to operate a motor vehicle. Must be able to exert up to 50 pounds of force occasionally, and/or a negligible amount of force constantly to move objects. Physical demand requirements are for Medium Work.

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Language Ability: Requires the ability to read a variety of forms, correspondence, literature, etc. Requires the ability to prepare a variety of forms, charts, logs, schedules, etc., using prescribed formats. Requires the ability to speak to people with poise, voice control and confidence. Requires these language competencies in both English and Spanish languages.

Intelligence: Requires the ability to apply rational systems to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists; to interpret a variety of instructions furnished in written, oral, diagrammatic, or schedule form.

Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in Standard English and Spanish as used by Latinos.

Numerical Aptitude: Requires the ability to utilize mathematical formulas; to add and subtract; multiply and divide; utilize decimals and percentages.

Form/Spatial Aptitude: Requires the ability to inspect items for proper length, width and shape.

Motor Coordination: Requires the ability to coordinate hands and eyes rapidly and accurately in using office equipment.

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Color Discrimination: Requires the ability to differentiate between colors and shades of color.

Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with persons acting under stress.

Physical Communication: Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear.) Must be able to communicate via telephone.

PERFORMANCE INDICATORS

Performance will be assessed according to the GAUGE guidelines for Core Value Competencies and Performance Essential Competencies.

In addition, employee in this job will be appraised for the following Job Specific Competencies:

CHANGE ORIENTATION: The ability to accommodate new or changing conditions

- Flexibility

Handles variations in work assignments/activities with few difficulties

- Willingness

Accepts reasons for change

- Adaptability

Adapts to changing circumstances, policies, workload and attitudes of others

- Innovative

Recognizes and applies progressive industry trends

- Risk-taking

Evaluates possible risks and engages in conservative risk-taking

DECISION-MAKING/ JUDGEMENT: Choosing an appropriate course of action under normal and difficult circumstances

- Comprehensive

Gathers information to ensure all factors are considered, including a historical perspective

- Incisive

Able to select appropriate choice after carefully reviewing and analyzing applicable information

- Common Sense

Decisions are sound, acceptable and are based on common sense

- Inclusive

Solicits feedback and input from work unit before implementing decisions

- Decisive

Able to choose an appropriate time to make and implement decisions

- Foresight

Considers impact of decisions

IMPACT/INFLUENCE: How one affects the activities and operations of the county

- Credibility

Ideas and opinions are sought by others in the organization

- Persuasiveness

Can usually persuade others to accept his/her point of view

- Leverage

Is adept at planning and staffing ideas and proposals to increase probability of acceptance

ORGANIZATIONAL/INDUSTRY KNOWLEDGE: Understanding the role of local government and the particulars of assigned functional area

- Public Service Ethic

Recognizes the role of local government in the community and behaves accordingly

- Cultural Understanding

Understands the organizational culture and performs work in a complementary fashion

- Civic Knowledge

Can accurately explain the organization's structure and major products/services

- Policy Understanding

Knows and understands county policies that affect the department

- Political Astuteness

Understands, accepts and communicates political realities and implications

PLANNING/ORGANIZING: A forward focus, resulting in scheduling work, setting goals, anticipating and preparing for future assignments and establishing priorities

- Plan Preparation

Determines priorities, schedules activities, and initiates appropriate course of action

- Back-up Planning

Anticipates problems in reaching desired results and develops contingency plans

- Strategic Planning

Develops and balances short and long range performance plans

SAFETY: Work practices as they affect production, self and others

- Safety Knowledge

Understands all safety issues associated with organizational role

- Safety Practices

Knows and uses safety techniques, procedures, materials, etc. necessary to perform duties safely

- Safety Results

Has no chargeable accidents or injuries within the current performance period

- Safety Training

Attends regular safety training without prompting

WORK HABITS: Consistent individual behaviors that impact work

- Personal Grooming

Maintains personal dress, grooming, and personal hygiene appropriate to the job duties performed

- Conscientious

Uses available leave balances appropriately

- Time Management

Uses time wisely with regard to assigned work hours and breaks

- Trustworthy

Maintains confidentiality as appropriate

- Dutiful

Keeps personal business to a minimum, typically taking work time for personal use only for emergency or other difficulties

6. Planning Budget for 2010-2011

Partnership: UNION SMART START		Fiscal Year: July 1, 2010 through June 30, 2011			
Direct Services Provider: Union Co. Public Library		Smart	In-Kind	Cash	Total
Contract #:	Activity #:	Start	Funds	Match	Funds
Activity Name: Smart Start Family Literacy		Funds	Amount	Amount	Amount
11) Personnel		\$66,040.00	\$567.00		\$66,607.00
12) Contracted Services					\$0.00
13) Total Personnel/Contracted Services		\$66,040.00	\$567.00	\$0.00	\$66,607.00
14) Supplies & Materials			\$1,069.00		\$1,069.00
15) Service-Related Supplies and Materials		\$2,636.00		\$2,364.00	\$5,000.00
16) Total Supplies & Materials		\$2,636.00	\$1,069.00	\$2,364.00	\$6,069.00
17) Travel			\$270.00		\$270.00
18) Communications & Postage			\$300.00		\$300.00
19) Utilities					\$0.00
20) Printing & Binding					\$0.00
21) Repair and Maintenance					\$0.00
22) Meeting/Conference Expense					\$0.00
23) Employee Training (no travel)			\$2,010.00		\$2,010.00
24) Advertising and Publicizing					\$0.00
25) Not Available for Use					\$0.00
26) Total Non-Fixed Operating Expenses		\$0.00	\$2,580.00	\$0.00	\$2,580.00
27) Office Rent (Land, Buildings, etc.)					\$0.00
28) Furniture Rental					\$0.00
29) Equipment Rental (Phones, Computer, etc.)					\$0.00
30) Vehicle Rental					\$0.00
31) Dues & Subscriptions					\$0.00
32) Insurance & Bonding					\$0.00
33) Books (Library Reference Materials)					\$0.00
34) Not Available for Use					\$0.00
35) Other Expenses					\$0.00
36) Total Fixed Charges & Other Expenses		\$0.00	\$0.00	\$0.00	\$0.00
37) Not Available for Use					\$0.00
38) Not Available for Use					\$0.00
39) Furniture/Non-Computer Eqpt., \$500+ per item					\$0.00
40) Computer Equipment/Printers, \$500+ per item					\$0.00
41) Furniture/Eqpt., under \$500 per item					\$0.00
42) Total Property & Equipment Outlay		\$0.00	\$0.00	\$0.00	\$0.00
43) Purchases of Services					\$0.00
44) Not Available for Use					\$0.00
45) Awards (including scholarships and bonuses)					\$0.00
46) Cash Grants					\$0.00
47) Non-Cash Grants				\$1,000.00	\$1,000.00
48) Total Services/Contracts/Grants		\$0.00	\$0.00	\$1,000.00	\$1,000.00
49) Total Participant Training Expense					\$0.00
50) Total Budgeted Expenditures		\$68,676.00	\$4,216.00	\$3,364.00	\$76,256.00



7. LOGIC MODEL

ACTIVITY TITLE: Smart Start Family Literacy

<i>If this condition exists</i>	<i>for this population</i>	<i>and we implement these strategies</i>	<i>this many times, for these individuals</i>	<i>then we expect this short-term change</i>	<i>and we expect this long-term change.</i>
Needs Statement (Why?)	Target Population (Who?)	Program Elements (What?)	Outputs (How many?)	Outcomes (So What?)	How does this outcome impact children and families over time?
<p>Nationally, 61% of low income households have no books for children at all in their homes.</p> <p>33% of children entering kindergarten lack basic pre-reading skills.</p> <p>Of children enrolled in elementary schools (Benton Heights, East, Rock Rest, Walter Bickett) serving the city of Monroe for the school year 2007-2008:</p> <p>52% (1212/2344) were Hispanic of which 41.5% failed the 3rd grade EOG. 33% (774/2344) were African</p>	<p>Families who have children birth-age 5 who are at risk for school failure in Union County.</p>	<p>Work in the community to provide information on the importance of early reading and promote Family Literacy workshops:</p> <ul style="list-style-type: none"> -address community groups; attend community events -promote program via brochures, newspaper articles, etc. -provide information about the program in Spanish and in English 	<ul style="list-style-type: none"> •24 presentations to community groups •500 brochures distributed in the community (not tracked) 	<p>Overall attendance at Family Literacy workshops will hold generally steady during difficult economic times.</p>	<p>More children of at risk populations will pass standardized school exams (i.e. end of third grade tests).</p> <p>Fewer children will be at risk for high school drop outs.</p> <p>Increased literacy will lessen societal burdens for those out of work and ill-educated.</p>

<p>American of which 60% failed the 3rd grade EOG; 13.5% (317/2344) were Caucasian of which 32% failed the 3rd grade EOG.</p> <p>•For the school year 2008-09: 54% (1289/2393) are Hispanic; 32.5% (778/2393) are African American; 11.7% (278/2393) are Caucasian.</p>	<p>Teach parents six pre-reading skills from <i>Every Child Ready to Read</i> curriculum in workshops composed of 4 sessions, either in a group or individual format.</p> <p>-provide families a take home book each session.</p> <p>-provide small non-cash educational incentives for each family completing the 4 session workshop series.</p>	<ul style="list-style-type: none"> •96 sessions held (group or individual) for Spanish or English speaking parents over a 12 month period •125 families will enroll in workshops and attend at least one session •135 parents will enroll in workshops and attend at least one session •175 children will be impacted •100 non cash incentives will be provided 	<p>Of the families reporting engaging in literacy activities with their children less than 4 times a week, at least 65% (65 of 100) will report that they increased the number of times they engaged in literacy activities to 4 or more times a week after completing the program. (NCPC PBIS Standard)</p> <p>Of the families completing all 4 sessions, 85% (85/100) will indicate on the survey they are now using a minimum of 3 of the 6 pre-reading skills with their child.</p>		
	<p>Conduct survey of families completing all 4 of the workshop sessions.</p>	<p>80% (100/125) families will complete all four sessions</p> <p>100% (100/100) of families attending all 4 sessions will complete family support survey</p>	<p>Of the families completing all 4 sessions, 80% (80/100) will indicate they have increased the frequency they engage in literacy activities with their children.</p>		
	<p>As part of the Union County Public Library's in-kind donation:</p> <p>•Enroll full-time Family Literacy Coordinator in Family Literacy Certification program through Penn State's online program.</p>	<p>•Family Literacy Coordinator will complete one course (3 credits) toward certification</p>			<p>Smart Start Family Literacy program will be strengthened and be able to provide an advanced level of service to the families served by the program.</p>

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 2nd, 2010

Action Agenda Item No. 7/2h
(Central Admin. use only)

SUBJECT: Smart Start

DEPARTMENT: Union County DSS **PUBLIC HEARING:** No

ATTACHMENT(S): Contract **INFORMATION CONTACT:** Dontae Latson, Director

TELEPHONE NUMBERS:
704-296-4301

DEPARTMENT'S RECOMMENDED ACTION:

BACKGROUND: DSS will provide intensive one on one home visits provided by a Social Worker to our Work First clients. This will allow the agency to reach out to participants in a home setting. Support provided will include arranging transportation, child care, and other work related expenses in order for a family to develop a plan to become self sufficient. The goals of the program will provide an outcome to increase a parents knowledge of child development, parenting skills and increase our county participation rate that the State requires. This program will allow DSS to partner with families in achieving economic well-being, safety and the permanence for Union County citizens

FINANCIAL IMPACT: 100% Smart Start Funding

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

UNION COUNTY - CONTRACT CONTROL SHEET

1) Party/Manager 2) Department 3) Attorney 4) Risk Management 5) Information Systems 6) Finance 7) Clerk 8) County Manager

2548

DEPARTMENT
EVERY FIELD IN THIS SECTION MUST BE COMPLETED

Party/Vendor Name: Smart Start
Party/Vendor Contact Person: Mary Ann Raspberry Contact Phone: 704-226-1407
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: PO Box 988 City: Monroe State: NC Zip: 28111
Department: Social Services Amount: \$41,956.00
Purpose: In-Home Parenting
Budget Code(s)(put comma between multiple codes): 10453160-4447-1535
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: 7/1/2010
If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.
This document has been reviewed and approved by the Department Head as to technical content.
Department Head's Signature: [Signature] Date: 7-22-10

Approval by Board
Approval by Manager (less than \$20,000)
Approval by Manager per authorization of Board
Date of Board authorization: _____
Approval by Manager subject to authorization by Board
Date Board authorization requested: 8/2/10
Clerk to confirm authorization given _____
ATTORNEY
This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No
Attorney's Signature: _____
Date: _____

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 in this document is approved by the Risk Manager:
Risk Manager's Signature: [Signature] Date: 9/23/10

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

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: _____

FINANCIAL ASSISTANCE CONTRACT

11-233

Between

UNION SMART START

And

UNION COUNTY DEPARTMENT OF SOCIAL SERVICES

FEDERAL TAX ID #56-6000345

1. Parties to the Contract:

This Contract is hereby entered into by and between Union Smart Start, (the "Local Partnership") and the Union County Department of Social Services, (the "Contractor") (referred to collectively as the "Parties").

2. Effective Period:

This Contract shall be effective on July 1, 2010 and shall terminate on June 30, 2011 with the option to extend, if mutually agreed upon, through a written amendment as provided for in this Contract.

3. 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 this Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Local Partnership.

4. Subcontracting:

The Contractor shall not subcontract any of the work contemplated under this Contract without prior written approval from the Local Partnership. Any approved subcontract shall be subject to all conditions of this Contract. The Local Partnership shall not be obligated to pay for work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors and shall not be relieved of any of the duties and responsibilities of this Contract.

5. Assignment:

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

6. Beneficiaries:

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 the Local Partnership 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 the Local Partnership and Contractor that any such person or entity, other than the Local Partnership or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

7. Key Personnel:

The Contractor shall not replace any of the key personnel assigned to the performance of this Contract without written approval of the Local Partnership. The individuals designated as “key personnel” for purposes of this Contract are those specified in the Contractor’s proposal and such others as the Parties may agree.

8. Indemnification:

To the extent permitted by applicable law, the Contractor agrees to indemnify and hold harmless the State of North Carolina (the “State”), the Division of Child Development of the North Carolina Department of Health and Human Services (the “Division”), The North Carolina Partnership for Children, Inc. (“NCPC”), the Local Partnership and 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.

This Section shall not apply to state agencies.

9. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Local Partnership:

Mary Ann Rasberry, Executive Director
Union Smart Start
105C Cedar Street
PO Box 988
Monroe, NC 28111
Telephone: 704-226-1407 Fax: 704-226-1369
Email: mrasberry@unionsmartstart.org

For the Contractor:

Dontae Latson, Director
Union County Department of Social Services
PO Box 489
Monroe, NC 28111
Telephone: 704-296-4300 Fax: 704-296-6151
Email: Dontae.Latson@co.union.nc.us

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 exclusive venue for any legal proceedings shall be Union County, North Carolina. The place of this Contract, and all transactions and 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 the validity, construction, interpretation, and enforcement shall be determined.

11. Precedence Among Contract Documents:

This Contract and any documents incorporated specifically by reference constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The Contract Document has the highest precedence, followed by the Contract Amendments, followed by the Contractor’s proposal. If there are multiple Contract

Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

12. 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.

13. Availability of Funds:

The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Local Partnership. In the event funds are unavailable, the Local Partnership may terminate this Contract by giving written notice to the Contractor, specifying the effective date of termination.

14. Authorized Use of Funds:

The Contractor shall use or expend the funds provided by this Contract only for the purposes for which they were appropriated by the North Carolina General Assembly and as defined in the Early Childhood legislation. Further, the funds provided by the Local Partnership shall be used by the Contractor only for the purposes and activities specified in Attachment I, which is attached hereto; any amendments or additions to Attachment I; and in the Contractor's proposal, which is incorporated by reference as if fully set forth herein.

15. Responsibilities of the Local Partnership:

The Local Partnership shall perform the following:

- A. Reimburse the Contractor for its allowable costs of services incurred in providing the activities described in Attachment I in accordance with the approved budget in Attachment II and subsequent amendments to these Attachments.
- B. Perform on-site financial and programmatic monitoring of the Contractor for compliance with the terms of this Contract; and
- C. Specify all reports and other deliverables required from the Contractor.

16. Responsibilities of the Contractor:

The Contractor shall perform the following:

- A. Provide the services described in Attachment I in accordance with the terms of this Contract and in accordance with the approved budget in Attachment II; and in compliance with the Smart Start Cost Principles in Attachment III; and subsequent amendments to the Attachments and in the project proposal submitted by the Contractor which is incorporated herein by reference as if fully set forth herein. Any portion of payment under this Contract not used for these purposes must revert to the Local Partnership and thereafter to the funding source as appropriate. Any condition or purpose set forth in this Contract shall take precedence over any conflicting provision in the proposal submitted by the Contractor.

- B. Receive approval from the Local Partnership of any activity changes by the Contractor prior to implementation. Budget amendments must also receive advance approval from the Local Partnership.
- C. Report all expenditures on the cash basis of accounting. The Contractor will submit to the Local Partnership, in such form and by such date as specified by the Local Partnership, a financial status report for each activity in order to claim reimbursement for allowable costs incurred under the Contract.

The certified expenditure report must be submitted no less frequently than monthly to the Local Partnership.

- D. Make available all records, including 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 the Local Partnership, NCPC, the Division, or the North Carolina Office of State Auditor or applicable Federal agencies. The Contractor agrees that the Local Partnership or its agent has the right to audit the records of the Contractor pertaining to this Contract both during performance and after completion.
- E. Submit to the Local Partnership any other plans, reports, documents or other products that the Local Partnership may require in the form specified by the Local Partnership.
- F. Attend scheduled meetings with the Local Partnership and/or NCPC as requested.
- G. Use Program Income earned under this Contract, with written permission of the Local Partnership, only to enhance the activities performed under this Contract or to decrease the cost to the Local Partnership of performing those activities. Program income includes, but is not limited to, income from services rendered, the use or rental of personal property acquired with State funds, sales of commodities acquired with State funds, and interest earnings on State-funded deposits.
- H. Submit to the Local Partnership with the final report of expenditures, in such form as specified by the Local Partnership, an accounting of all program income earned and expended.
- I. Publicize the activities performed under this Contract as being funded by the Local Partnership and Smart Start.

Direct Service Provider (DSP) agrees to acknowledge Union Smart Start as a funding source. Any and all activities which the DSP engages in shall identify Union Smart Start by way of logo imprints provided by the partnership on all items published, mailed or disseminated, preceded by the phrase 'funded by'.

Activity names shall include the words 'Smart Start' and be used at all times when referring to the programs.

Failure by the DSP to comply with these contractual stipulations shall be just cause for the Union Smart Start Board to immediately review the contract status with the possibility for funding revisions or revocation of any remaining funding for the contractual year involved.

- J. Maximize the use of in-kind (volunteers, goods, services, facilities) and cash contributions, maintaining written documentation of cash and in-kind contributions, and quantify and report to the Local Partnership on a quarterly basis these contributions and any other direct or indirect funding the Local Partnership funds have leveraged.

- K. Report suspected child abuse, neglect, or dependency as defined in N.C.G.S. §7B-101.
- L. Ensure that no funds from this Contract will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive.
- M. Ensure adherence to N.C.G.S. §143B-168.10.-143B-168.16. and as modified by 2009 Session Law.
- N. Participate in the Local Partnership's evaluation process and develop measurable outcomes for evaluating the funded activities.
- O. Ensure that this Contract and all referenced attachments and subsequent amendments thereto have been reviewed.

17. Compliance with Cost Principles:

The Contractor will not be reimbursed for expenditures incurred under this Contract that do not comply with the Smart Start Cost Principles, which are incorporated herein as Attachment III, and the North Carolina State cost principles, as applicable.

18. Amount of Reimbursement:

The total amount reimbursed by the Local Partnership to the Contractor under this Contract shall not exceed \$41,956.00.

19. Payment Provisions:

A. Payment Procedure:

Monthly reimbursements shall be made for actual expenditures made in accordance with the approved budget on file with both Parties and reported in the monthly expenditure report submitted by the Contractor.

B. Withholding of Payment:

The Local Partnership has the authority to withhold payment if the Contractor fails to make significant progress toward achieving outcomes as defined in the project proposal as approved by the Local Partnership, or if the quality of services provided fails to meet Local Partnership standards and expectations for any reason, or if the Contractor fails to submit required reports.

C. Reimbursements:

Reimbursements for expenditures will not occur under this Contract subsequent to June 30, 2011.

20. Reversion of Unexpended Funds:

Any unexpended funds held by the Contractor upon termination or completion of the Contract shall be reported and reverted to the Local Partnership with the final report of expenditures.

21. Reporting and Audit Requirements:

The Contractor shall comply with all rules and reporting requirements established by statute or administrative rules.

NCAC Title 09 NCAC 03M, "Uniform Administration of State Grants," establishes reporting thresholds and requirements for non-governmental grantees and subgrantees of State funds. The three reporting thresholds are:

- A. A grantee that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
 - 2) An accounting of the State funds received, used, or expended.

- B. A grantee that receives, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) and up to and including five hundred thousand dollars (\$500,000) within its fiscal year must, within six months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - 2) An accounting of the State funds received, used, or expended; and
 - 3) A description of activities and accomplishments undertaken by the grantee with the State funds.

- C. A grantee that receives, uses, or expends State funds in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year must, within nine months after the end of its fiscal year, submit to the Local Partnership:
 - 1) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - 2) An audit prepared and completed by a licensed Certified Public Accountant; and
 - 3) A description of activities and accomplishments undertaken by the grantee with the State funds.

The Contractor shall use the forms specified by the Local Partnership in making reports to the Local Partnership.

The Contractor's fiscal year runs from July 1 to June 30.

22. Subgrantees:

The Contractor has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Contractor to comply with the standards set forth in this Contract.

23. Sales/Use Tax Refunds:

If eligible, the Contractor and all subgrantees shall (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. §105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

24. Care of Property:

The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Local Partnership for loss of, or damage to, such property. When the property provided or purchased is no longer needed or used for the performance of services under this Contract, or at the termination of this Contract, the Contractor shall contact the Local Partnership for instructions as to the disposition of such property and shall comply with these instructions.

25. Personal Property:

Personal property includes, but is not limited to furniture, equipment and materials. Title to personal property acquired by the Contractor with funds from this Contract shall vest in the Contractor, subject to the following conditions:

- A. The Contractor shall use the personal property in the project or program for which it was acquired as long as needed. When the personal property is no longer needed for the project or program or if operations are discontinued or, at the termination of this Contract, the Contractor shall notify the Local Partnership and receive written instructions regarding disposition of the personal property.
- B. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of personal property costing in excess of \$500 per item.
- C. Any unused or unneeded personal property held by the Contractor shall be reported to the Local Partnership and used or returned in accordance with Local Partnership instructions.

26. Access to Persons and Records:

The Office of State Auditor shall have access to persons and records as a result of this Contract in accordance with N.C.G.S. §147-64.7. Additionally, as funding authorities, the State, the Division, NCPC, and the Local Partnership shall have access to persons and records as a result of this Contract.

The Office of State Auditor has audit oversight for all organizations that receive, use or expend State funds. The Contractor shall, upon request, furnish to the Office of State Auditor, the Division, the Local Partnership, and NCPC all financial books, records, and other information requested by them to provide full accountability for the use and expenditure of State funds. In addition, the Office of State Auditor, the Division, NCPC, and the Local Partnership shall have access to the working papers of the Contractor's independent auditor for review as considered necessary.

27. Record Retention:

The State's basic records retention policy requires all grant records to be retained for a minimum of five years following completion or termination of the Contract or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

28. Conflict of Interest Policy:

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 the Local Partnership in writing of any instances that might have the appearance of a conflict of interest.

The Local Partnership shall not be required to make any payments until it has received a notarized copy of the Contractor's policy addressing conflict of interest. The policy shall address situations in which the Contractor's employees and the members of its board of directors or other governing body may directly or indirectly benefit from the Contractor's disbursing of funds under this Contract and shall include actions to be taken by the Contractor or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

29. Insurance:

During the term of the Contract, the Contractor shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Contractor shall provide and maintain Worker's Compensation, Commercial General Liability, and Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of the Contract as required to protect the State, the Division, NCPC, and the Local Partnership against claims that may arise from the Contractor's performance.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

30. Confidentiality:

Any confidential information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Local Partnership. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

31. Copyrights and Ownership of Deliverables:

All deliverable items produced pursuant to this Contract are the exclusive property of the Local Partnership. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

32. Equal Employment Opportunity:

The Contractor shall comply with all Federal and State laws relating to equal employment opportunity.

33. 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.

34. Advertising:

The Contractor shall not use the award of this Contract as a part of any news release or commercial advertising.

35. Statement of No Overdue Tax Debts:

The Contractor certifies that it does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level. The Contractor understands that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1.

36. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this Contract shall be used only to supplement, not supplant, the total amount of Federal, State, and local public funds that the Contractor otherwise expends for services on behalf of young children and their families. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services. In the event of supplantation, the Local Partnership may immediately reduce or terminate funding under this Contract.

37. Disbursements:

As a condition of this Contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements.

- A. Implement adequate internal controls over disbursements;
- B. Pre-audit all vouchers presented for payment to determine:
 - 1) Validity and accuracy of payment
 - 2) Payment due date
 - 3) Adequacy of documentation supporting payment
 - 4) Legality of disbursement;
- C. Assure adequate control of signature stamps/plates;
- D. Implement accounting procedures to ensure that expenditures incurred under this Contract may be readily identified and reported; and,
- E. Assure that an individual does not sign a check payable to himself/herself or to an organization for which there is a real or perceived conflict of interest.

38. Health Insurance Portability and Accountability Act (HIPAA):

The Contractor agrees that, if the Local Partnership determines that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Local Partnership may require to ensure compliance.

39. Amendment:

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

40. Force Majeure:

Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

41. Suspension:

This Contract may be suspended in whole or in part upon 10 days written notice, to the Contract Administrator noted in Section 9, by the Local Partnership if the Contractor has materially failed to comply with the terms and conditions of the Contract, including all attachments and amendments.

Suspension shall remain in effect until:

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

42. Default and Termination:

- A. The Parties may terminate this Contract by mutual consent with 10 days notice to the other Party.
- B. This Contract may be terminated in whole or in part by either Party, with 30 days 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.
- C. If, through any cause, the Contractor shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Local Partnership shall have the right to terminate this Contract by giving written notice to the Contractor's Contract Administrator as noted in Section 9, delivered by certified mail with return receipt requested, or in person and specifying the effective date thereof.

After receipt of a notice of termination and except as otherwise directed by the Local Partnership, 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.

In that event, all finished or unfinished deliverable items prepared by the Contractor under this Contract shall, at the option of the Local Partnership, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Local Partnership for damages sustained by the Local

Partnership by virtue of the Contractor's breach of this agreement, and the Local Partnership may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Partnership from such breach can be determined. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this Contract.

D. The Local Partnership may terminate the Contract on any date specified by the Local Partnership if funds are no longer available.

43. Waiver of Default:

Waiver by the Local Partnership 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 this Contract unless stated to be such in writing, signed by an authorized representative of the Local Partnership and the Contractor and attached to the Contract.

44. Time of the Essence:

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

45. 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 continue to be enforced 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.

46. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

In Witness Whereof, the Contractor and Local Partnership have executed this Contract in duplicate originals, with one original being retained by each Party.

UNION SMART START

BY: _____
Mary Ann Rasberry, Executive Director Date

**UNION COUNTY DEPARTMENT OF
SOCIAL SERVICES**

BY: _____
Al Greene, County Manager Date

Attachment I
Contract Activity Description

Smart Start In-Home Parenting, Activity ID# 233

The Smart Start In-Home Parenting activity will be provided by the Union County Department of Social Services, Work First department and will employ up to one full time equivalent (FTE) Family Support Specialist to support families with children under five years of age and their families. Using the Partners for a Healthy Baby curriculum, the Family Support Specialist will go to Work First families' homes and teach basic skills such as parenting, child development, budgeting, household management and crisis management. The Specialist will help identify and work with children and their families who are at the lowest end of the socio-economic spectrum, who have needs that may not be identified until they enter child care or kindergarten and recommend needed services such as dental care, speech therapy and other community services. This activity will allow Work First participants to remain in the program by helping them meet participation rate requirements thereby assuring that they will continue to receive the support they need to become employed and self supporting. Non cash incentives may be given to participating parents for attendance at group meeting and completion of goals.

**Budget Revision/Amendment Change Sheet
for Direct Services Provider
Activities**

	A	B	C	D
1	Local Partnership: Union Smart Start	Fiscal Year:	Amendment #:	Revision #:
2	Direct Services Provider: UC DSS	2010-11		Eff. Date: 07/01/10
3	Purpose Service Code - ID#: 5506	Current	Amount	New
4	Activity: Smart Start In-Home Parenting	Amount	Changed	Amount
5				
6	11) Personnel	\$40,396.00	\$0.00	\$40,396.00
7	12) Contracted Services		\$0.00	\$0.00
8	13) Total Personnel/Contracted Services	\$40,396.00	\$0.00	\$40,396.00
9				
10	14) Office Supplies & Materials		\$0.00	\$0.00
11	15) Service Related Supplies		\$0.00	\$0.00
12	16) Total Supplies & Materials	\$0.00	\$0.00	\$0.00
13				
14	17) Travel	\$400.00	\$0.00	\$400.00
15	18) Communications & Postage		\$0.00	\$0.00
16	19) Utilities		\$0.00	\$0.00
17	20) Printing & Binding		\$0.00	\$0.00
18	21) Repair and Maintenance		\$0.00	\$0.00
19	22) Meeting/Conference Expense	\$1,160.00	\$0.00	\$1,160.00
20	23) Employee Training (no travel)		\$0.00	\$0.00
21	24) Classified Advertising		\$0.00	\$0.00
22	25) In-State Board Meeting Expense		\$0.00	\$0.00
23	26) Total Non-Fixed Operating Expenses	\$1,560.00	\$0.00	\$1,560.00
24				
25	27) Office Rent (Land, Buildings, etc.)		\$0.00	\$0.00
26	28) Furniture Rental		\$0.00	\$0.00
27	29) Equipment Rental (Phones, Computer, etc.)		\$0.00	\$0.00
28	30) Vehicle Rental		\$0.00	\$0.00
29	31) Dues & Subscriptions		\$0.00	\$0.00
30	32) Insurance & Bonding		\$0.00	\$0.00
31	33) Books/Library Reference Materials		\$0.00	\$0.00
32	34) Mortgage Principal, Interest and Bank Fees		\$0.00	\$0.00
33	35) Other Expenses: provide explanation		\$0.00	\$0.00
34	36) Total Fixed Charges & Other Expenses	\$0.00	\$0.00	\$0.00
35				
36	37) Buildings & Improvements		\$0.00	\$0.00
37	38) Leasehold Improvements		\$0.00	\$0.00
38	39) Furniture/Non-Computer Eqpt., \$500+ per item		\$0.00	\$0.00
39	40) Computer Equipment/Printers, \$500+ per item		\$0.00	\$0.00
40	41) Furniture/Eqpt., under \$500 per item		\$0.00	\$0.00
41	42) Total Property & Equipment Outlay	\$0.00	\$0.00	\$0.00
42				
43	43) Purchases of Services		\$0.00	\$0.00
44	44) Contracts With Service Providers		\$0.00	\$0.00
45	45) Stipends/Scholarships/Bonuses		\$0.00	\$0.00
46	46) Cash Grants and Awards		\$0.00	\$0.00
47	47) Non-Cash Grants and Awards		\$0.00	\$0.00
48	48) Total Services/Contracts/Grants	\$0.00	\$0.00	\$0.00
49				
50	49) Total Participant Training Expense		\$0.00	\$0.00
51				
52	50) Total Budgeted Expenditures	\$41,956.00	\$0.00	\$41,956.00

The North Carolina Partnership for Children, Inc.
Smart Start Cost Principles
Revised July 2, 2007

Purpose

This document establishes principles for determining costs that may be paid with State Smart Start funds. These Cost Principles are not intended to address all items of cost.

Effective July 1, 2005, the State adopted new administrative rules, Title 09 NCAC 03M, "Uniform Administration of State Grants," applicable to non-State entities that receive grants of State funds. These rules provide that Federal Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," be used in the determination of allowable uses of State funds.

OMB Circular A-87 specifies that OMB Circular A-122, "Cost Principles for Non-Profit Organizations," should be used by not-for-profit organizations. Accordingly, these Cost Principles incorporate the relevant provisions of OMB Circular A-122.

Applicability

These Cost Principles are applicable only to Smart Start funds, including program income, and supersede any prior guidance for the items listed. Other sources of funds may have specific guidelines and principles that must be used for their funds. Accordingly, each grant agreement or contract related to sources of funds other than Smart Start should be reviewed carefully to ensure compliance with requirements.

These Cost Principles apply to The North Carolina Partnership for Children, Inc., the local partnerships, and their direct service providers and grantees. More restrictive provisions apply to direct service providers and grantees in three areas (Section B.12, Flowers; Section B.16, Interest; and Section B.27, Severance Pay) as identified in bold text below.

Stricter principles may be adopted if desired.

Effective Date

These Cost Principles are effective July 2, 2007.

General Principles

A. Basic Considerations

1. Factors affecting allowability of costs.

In order to be paid from Smart Start funds, costs must meet the following general criteria:

- a. Be reasonable and in compliance with these principles.

- b. Conform to any limitations or exclusions set forth in these principles.
- c. Be consistent with policies and procedures of NCPC and the local partnership.
- d. Be adequately documented.

2. Reasonable costs.

A cost is reasonable if, in its nature or amount, it does not exceed that which would be prudent under the circumstances prevailing at the time the decision is made to incur the cost. In determining the reasonableness of a given cost, consideration shall be given to:

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of services.
- b. The restraints or requirements imposed by such factors as generally accepted sound business practices, fair and open competitive bidding, Federal and State laws and regulations, and terms and conditions of the Smart Start contract or grant agreement.
- c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the State.

B. Selected Items of Cost

1. Advertising

The term "advertising costs" means the costs of advertising media. Advertising media include magazines, newspapers, radio and television programs, direct mail, exhibits, and the like.

- a. The following costs are allowable:
 - (1) Classified advertising for recruitment of employees;
 - (2) Advertising for the procurement of goods and services;
 - (3) Advertising related to the disposition of property and equipment;
 - (4) Yellow page advertisements that publicize direct services for children and families;
 - (5) Display advertisements that publicize direct services for children and families;
 - (6) Radio or television advertisements that publicize direct services for children and families; and,
 - (7) Listings in community and resource directories.
- b. The following costs are unallowable:
 - (1) Yellow page, display, classified, radio or television advertisements other than those to publicize direct services for children and families; and
 - (2) Billboards.
- c. Also see **Section B.23, Promotion and Public Relations.**

2. Alcoholic Beverages

Costs of alcoholic beverages are unallowable.

3. Apparel and Jewelry

- a. Costs of apparel are unallowable. Apparel includes, but is not limited to, t-shirts, jackets, aprons, and hats.
- b. Costs of jewelry are unallowable.

4. Audit Services

- a. Costs of audit services for local partnerships are unallowable.
- b. Costs of audit services for direct service providers or grantees are allowable **only** if an audit is required by the State (resulting from total State funding exceeding \$500,000). Costs are allowable **only in the proportion** of revenues that Smart Start represents of the total revenues.

5. Bad Debts

Bad debts, including losses (whether actual or estimated) arising from uncollectible accounts and other claims, related collection costs, and related legal costs, are unallowable.

6. Capital and Repair and Maintenance

- a. Capital expenditures are prohibited by legislation and are unallowable.
- b. The term "capital" is defined as "land acquisitions, new construction, or rehabilitation of existing facilities, and repairs and renovations" (N.C.G.S. § 143-34.40).
- c. Costs incurred for improvements which: 1) add to the permanent value of the buildings and/or for land; or 2) appreciably prolong the life of the asset, shall be treated as capital expenditures.
- d. Capital "repairs and renovations" are defined by N.C.G.S. § 143-15.3A to include the following types of projects:
 - (1) Roof repairs and replacements;
 - (2) Structural repairs;
 - (3) Repairs to electrical, plumbing, and heating, ventilating, and air-conditioning systems;
 - (4) Improvements and renovations to improve use of existing space;
 - (5) Improvements to roads, walks, drives, utilities infrastructure;
 - (6) Historical restoration; and
 - (7) Improvements to meet safety or Federal and State standards.
- e. Costs incurred for necessary, recurring minor maintenance, repair, or upkeep of buildings that do not add to the permanent value of the property or

appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable.

7. Contributions and Donations

Contributions and donations to others are unallowable other than cash and non-cash grants to individuals or organizations identified with an approved service activity.

8. Defense and Prosecution of Criminal and Civil Proceedings, Claims and Appeals

- a. Legal costs incurred in connection with any criminal, civil or administrative proceeding commenced by the Federal Government, or a State, or local government are not allowable if the proceeding:
 - (1) Relates to a violation, or failure to comply with, a Federal, State or local statute or regulation; **and**
 - (2) Results in any of the following dispositions:
 - i. In a criminal proceeding, a conviction;
 - ii. In a civil or administrative proceeding involving an allegation of fraud or similar misconduct, a determination of organizational liability.
 - iii. In the case of any civil or administrative proceeding, the imposition of a monetary penalty.
 - iv. A disposition, by consent or compromise, if the action could have resulted in any of the dispositions described above.
- b. Legal costs incurred in connection with proceedings described in **paragraph a**, but which are not made unallowable by that paragraph, are allowable to the extent that they are reasonable and necessary and cannot be recovered from another party.

9. Employee Salaries and Fringe Benefits

- a. Costs for salaries and wages must be based on documented timesheets approved by a responsible member of the organization.
- b. Timesheets that reflect the distribution of activity of each employee must be maintained for all staff members (professionals and nonprofessionals).
- c. Costs for salaries and wages must reflect an after-the fact determination of the actual time spent on each activity. Budget estimates are not allowed.
- d. Employee fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave and the like are allowable.
- e. Employee fringe benefits in the form of extended paid leave, such as sabbatical or paid family medical leave, are unallowable.

- f. Pension plan costs incurred in accordance with established policies are allowable, provided such policies meet the test of reasonableness and are not discriminatory.
- g. Employee fringe benefits in the form of gifts or gift certificates are unallowable, with the exception of token items (i.e., value of \$25 or less) to recognize employees for years of service.

10. Entertainment

Costs of activities for amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows, amusement parks or sports events; meals and lodging; rentals; and transportation) are unallowable. Also see **Section B.24, Recognition Events**.

11. Fines, Penalties and Fees

- a. Costs of fines and penalties resulting from violations of, or failure of the Partnership to comply with Federal, State, and local laws and regulations are unallowable.
- b. Costs of non-sufficient fund (NSF) fees are unallowable.

12. Flowers

Costs of flowers are allowable only in the following circumstances:

- a. Condolences to an employee upon the death of a spouse, parent, child or stepchild of the employee;
- b. Condolences to the employee's family in the event of the death of a Partnership employee; and
- c. Condolences to an employee in the event of his or her hospitalization.
- d. **Costs of flowers are unallowable for direct service providers or grantees.**

13. Food

- a. Costs of food are allowable only in the following circumstances:
 - (1) For Partnership Board or Board Committee meetings; or
 - (2) For service and grant activities for which food purchases have a documented legitimate business purpose and are needed to accomplish the purpose of the activity.
 - (3) Also see **Section B.18, Meetings and Conferences**.
- b. All events at which food is served must be work-related and must involve persons other than partnership employees.
- c. Due care and judgment must be used to ensure that purchases of food are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

14. Fund Raising

- a. Costs of organized fund raising for contributions that do not qualify as a Smart Start program match, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions, are unallowable.
- b. Costs of fund raising, including financial campaigns and the solicitation of cash and in-kind donations to meet the legislative mandate for program match are allowable.

15. Goods or Services for Personal Use

Costs of goods, equipment or services for personal use are unallowable, with the exception of token items (i.e., value of \$25 or less) for partnership board member appreciation.

The term “goods or services for personal use” includes beach mats, umbrellas, coolers, tote bags, pen sets, and other “giveaway” items.

Also see **Section B.24, Recognition Events**.

16. Interest

- a. Interest costs on borrowed capital or for the use of funds borrowed from the organization’s non-Smart Start funds are unallowable.
- b. Interest on debt incurred subsequent to June 30, 2001, to acquire or replace capital assets is unallowable.
- c. Interest on debt incurred prior to July 1, 2001 to acquire or replace capital assets is allowable.
- d. See **Section B.6, Capital and Repair and Maintenance**, for the definition of “capital.”
- e. **Interest costs are unallowable for direct service providers or grantees.**

17. Lobbying

- a. Costs associated with the following activities are unallowable:
 - (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;
 - (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
 - (3) Any attempt to influence: (i) the introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or

local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

- (4) Any attempt to influence: (i) the introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
 - (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.
- b. The following activities are excepted from the coverage of **paragraph a**:
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of the Smart Start Program through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof;
 - (2) Educating any member of the public about the work of, and services provided by, the partnership;
 - (3) Any lobbying made unallowable by **paragraph a(3)** to influence State legislation in order to directly reduce the cost, or to avoid material impairment of authority to perform Smart Start services;
 - (4) Any activity specifically authorized by statute to be undertaken with Smart Start funds; and
 - (5) Communications with any legislative body whose actions might affect the organization's existence, powers and duties, tax-exempt status, or the deductibility of contributions.

18. Meetings and Conferences

- a. Costs associated with the conduct of meetings and conferences include the cost of renting facilities, meals, speakers' fees, etc.
- b. To the extent that these costs are identifiable with a specific service activity, they should be charged to that activity. These costs are allowable, provided that they have a legitimate business purpose.
- c. Due care and judgment must be used to ensure that meeting and conference costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.
- d. Also see **Section B.10, Entertainment** and **Section B.13, Food**.

19. Memberships

- a. Costs of membership in civic or community organizations that provide benefits to the organization, such as training and networking, are allowable.
- b. Costs of memberships in any country club or social or dining club or organization are unallowable.
- c. Costs of memberships for lobbying or advocacy are unallowable.
- d. Due care and judgment must be used to ensure that membership costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

20. Participant Costs

- a. Participant support costs are costs for items such as stipends, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in conjunction with meetings, conferences, or training.
- b. These costs are allowable as part of an approved service activity.

21. Patents, Royalties and Copyrights

Costs related to patents, royalties and copyrights are allowable with prior NCPC approval.

22. Professional Services Costs

- a. Costs of professional and consultant services provided by persons who are members of a particular profession or possess a special skill, and **who are not also officers or employees of the organization to which services are provided**, are allowable subject to **paragraphs b and c** when reasonable.
- b. In determining the allowability of costs in a particular case, the following factors are relevant:
 - (1) The nature and scope of the services rendered in relation to the service required;
 - (2) The necessity of contracting for the service, considering the organization's capacity;
 - (3) Whether the service can be performed more economically by direct employment rather than contracting;
 - (4) Adequacy of the contractual agreement for the service (e.g., description of the service, estimate of time required, rate of compensation, and termination provisions).
- c. Allocation or assignment of costs among activities must be based on documented distributions approved by a responsible member of the organization.

NOTE: For professional services contracts with individuals, the organization must comply with Internal Revenue Service regulations regarding the determination of the status of the individual as an independent contractor versus an employee.

23. Promotion and Public Relations

- a. Pursuant to Smart Start legislation, expenditures of Smart Start funds for promotional activities are unallowable. Promotional activities are those that promote the Smart Start Initiative and/or organization in a general manner and do not publicize specific available services.
- b. Also see **Section B.1, Advertising**.
- c. The terms “promotion” or “public relations” include community relations and means those activities dedicated to maintaining the image of the organization or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- d. Costs associated with the following items are allowable:
 - (1) Communicating with the public and press pertaining to specific activities or accomplishments which result from performance of the Smart Start Initiative (these costs are considered necessary as part of the outreach effort);
 - (2) Conducting general liaison with news media and government officials, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of contract/grant awards, financial matters, etc.;
 - (3) Sponsorship of, or participation in, community health fairs or children’s fairs that focus on the provision of service to parents and children, including reasonable costs of signage to publicize the partnership’s sponsorship of, or participation in, the event;
 - (4) Parent education materials (parent education videos, educational displays, resource guides, resources for “Welcome Baby” packets, etc.);
 - (5) Newsletters, educational brochures and annual reports;
 - (6) Websites;
 - (7) Advertisements, newspaper inserts, and radio or television announcements that publicize direct services for children and families;
 - (8) Materials in “Welcome Baby” packets or distributed through hospitals libraries or other distribution means that directly reach parents of young children and serve as a resource for parents; and
 - (9) Signage for quality improvement items purchased for child care centers, libraries, etc. (labels for books or signage that provides information that Smart Start provided the service).
- e. The following costs for general promotion are unallowable:
 - (1) Costs of meetings or other events related to general promotional activities including:
 - i. Displays, posters, banners, demonstrations, and exhibits; and

- ii. Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other promotional events;
- (2) General promotional videos (not parenting videos);
- (3) Public relations consultants for general promotion of the partnership; and
- (4) Advertisements, newspaper inserts, and radio or television announcements other than those that publicize direct services for children and families.
- f. The following costs of promotional items and memorabilia (with or without a logo) are unallowable, including, but not limited to:
 - i. "Giveaway" items, including but not limited to, lunch bags, umbrellas, coffee mugs, stadium cups, license plates, stress balls, frisbees, etc.; and
 - ii. Jewelry, lapel pins, stickers and tattoos.
- g. The costs of billboards are unallowable.
- h. Due care and judgment must be used to ensure that public relation costs are not, or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.

24. Recognition Events

- a. Recognition events are defined as events to recognize individuals or agencies for performance. Costs associated with recognition events include the cost of renting facilities, meals, speakers' fees and the like.
- b. To the extent that these costs are identifiable with a specific service activity, they should be charged to that activity. These costs are allowable, provided that they have a documented legitimate business purpose and the event is identified in the contract activity description.
- c. Due care and judgment must be used to ensure that recognition events are not or could not be perceived as, unreasonable or excessive with regard to either purpose or cost.
- d. Also see **Sections B.2, Alcoholic Beverages; B.10, Entertainment; B.13, Food; and B.15, Goods or Services for Personal Use.**

25. Rental Costs

- a. Rental costs are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition and value of the property leased.
- b. Rental costs under "sale and leaseback" arrangements are allowable only up to the amount that would be allowed had the partnership continued to own the property.

26. Selling and Marketing Expenses

- a. Costs of selling and marketing any products or services must be netted against any income derived.
- b. Losses on sales of products or services are unallowable.

27. Severance Pay

- a. Severance pay is a payment to employees whose employment is being involuntarily terminated. Severance pay is defined as an additional payment upon termination other than regular salaries and wages or vacation and sick leave payouts.
- b. Costs of severance pay are allowable only to the extent that in each case, it is required by (i) law, (ii) employer-employee contractual agreement; or (iii) policy approved by the Partnership Board of Directors in place at time of termination.
- c. Costs of severance pay are unallowable for direct service providers or grantees.**

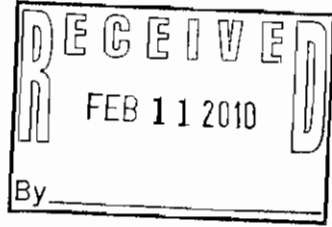
28. Travel

- a. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by individuals traveling on business.
- b. The maximum allowable payment for meals shall be the rates set by the State.
- c. Individuals may receive payment for meals for partial days of travel when traveling overnight and the partial day is the day of departure or the day of return.
- d. Individuals may receive payment for breakfast and evening meals when traveling when the following applies:
 - (1) Breakfast – departure from duty station/home prior to 6:00 a.m.
 - (2) Dinner – return to duty station/home after 8:00 p.m.
- e. Payment for lunch for travel away from home or duty station is unallowable if travel does not involve an overnight stay, with the exception that employees may receive payment for lunch when the employee's job requires attendance at a meeting in his or her official capacity and involves persons other than partnership employees.
- f. Payment for meals is unallowable if the meal is provided during a conference or workshop, or if the cost of the meal is included in the registration fee.
- g. Payment for breakfast for travel away from home or duty station on business is allowable even if the lodging establishment offers a free continental breakfast.
- h. The maximum allowable mileage reimbursement rate for the use of personal vehicles is the rate set by the State.
- i. Reimbursement of mileage for commuting is unallowable. "Commuting" is defined as "traveling between your home and your place of work."

- j. Every effort should be made to obtain the State rate for lodging. Excess lodging authorization must be obtained from the partnership Executive Director or his or her designee in order to reimburse for actual costs that exceed the State rate.
- k. Charges for recreation fees, such as movies and gym use, are unallowable.
- l. The actual cost of moderately-priced coach airfare is allowable. Due care should be taken to obtain economical airfare.
- m. The actual cost of moderately-priced vehicle rental is allowable.
- n. Attendance by multiple employees at out-of-state conferences should be limited. Staff attending should share information with other Partnership staff.
- o. International travel is unallowable.



2010-2011 APPLICATION FOR SMART START FUNDING
Due: February 12, 2010



1. APPLICANT INFORMATION

A. Applicant Organization

Legal Name: Union County Department of Social Services

Mailing Address: 1212 West Roosevelt Blvd, Monroe NC 28110

Street Address (if different): _____

Phone: 704 296-4320 Fax: 704 296-6101 Email: ramsey@co.union.nc.us

Name/Title of Contract Administrator: Dontate Latson

Name/Title of Person Authorized to Sign Grant Agreement: Dontae Latson

Federal Employer Identification Number: 56-6000345

B. Proposal Information

Union Smart Start Activity Title: In Home Parenting

How many years have you received Smart Start funds for this activity? 2

Have you ever reverted Smart Start funds? Yes No

If so, in what years, and for how much and why? 101.50 for FY 08-9

C. Financials

Smart Start Funds Requested: \$ 44,120.97

Total Annual Project Budget: \$ \$48,533.06 Smart Start Request as % of Total Annual Budget 90%

For the *current* fiscal year, provide the following information:

<u>All Sources of Funding for this Activity</u>	<u>Amount Dollar Amount Pledged or Received</u>	<u>Percent of Total Annual Project Budget</u>
Smart Start	44,120.97	90%
In kind	4,412.09	10%
TOTALS	\$	100%

 Authorized Signature & Title

2/9/10

 Date



2. PROGRAM SUMMARY

ACTIVITY TITLE: ___ IN HOME PARENTING

A. Think about the last 12-24 months . Describe the significant successes or achievements made by this program. *(250 word limit)*

The success of this program centers around the women that have been referred into the program. "T" is a participant who has a four month old born with heart problems. When she first came into the program she would weep about her child everytime she meet with me or the group. She felt all alone and without help. "T" was overwhelmed by all the activites required by the program and her child's sickness. She also had to live with her grandmother. "T" was offered emotional support through the parenting program and has blossomed. She is in college, has gotten her own apartment and her child is now doing well and attends child care.

"N" is another mother who was feeling overwhelmed and without support. She has five children and was emotionally and finacially drained. She felt that her family did not want to be bothered by her. Having the in home visits helped this family feel like someone cared about them and "N" feels less isolated and depressed and is determined to find a job. They especially like the free books that were brought into the home and the activities that help them to spend quality time together as a family.

"C" is similar to the other participants in being overwhelmed by her lack of support and living situation. Domestic Violence brought her to a shelter and that is where our parenting classes were held. She was able to verbalize her frustrations in our one on one sessions. She has managed to buy a car and find her own place to live. It became difficult to continue to meet because of her demanding schedule with work and the children.

The success of this program is that it gives families the individual attention they need to overcome the barriers that keep them from being successful in life. It also brings new skills into the home to help them become the best parents they can be. The monthly group sessions provide much needed support for families that are stuggling to have a better life. It also encourages the parents to remain in Work First and to accomplish the activities ad goals that have been developed for them.

B. Describe the significant barriers and how the program overcame them. *(250 word limit)*

The biggest barrier to our program is that many of the participants are unable to complete the Work First program and drop out. The participants have difficulty turning in the assignments and work search hours that are required for program compliance. Participants have a certain amount of hours that they "look for work" and these hours must be documented and turned in on a weekly basis. Many participants are also put into educational and vocational programs. The



Work First program and in home parenting go hand in hand so participant turnover directly affects the attendance in the in home portion. A family cannot participate in the parenting program if they are not a part of the Work First program. The biggest barrier is that participants in the in home parenting program are unable to accept the responsibilities that are required to be successful in Work First. With new regulations that went into effect in October of 2009, there has been a steady decline in Work First participants. We plan to work with new parents who have children under six months of age that are in Work First, but exempt from the employment part of the program.

C. Describe the importance of this program to the children of Union County, to families, to our future prosperity and the success of the Smart Start mission and why Smart Start should continue to fund this program. (250 word limit)

This program is important to the children of Union County because their parents will have better parenting skills after participating in the in home parenting program at Social Services. Most parents are teachable and want to learn and this program offers them support. Most of our families lack a social support base and struggle with economic, social and mental health issues. We are available to families and we are consistent and bring education into the homes. When families are learning they feel supported. We send a message to the children, the county and to families that Smart Start cares. Our programs motto is "Empowerment through Education." The program is important to our future prosperity because we teach the parents about early positive experiences. We want them to read to their children and play with them because the children are investments for a prosperous future. The Smart Start Mission "to advance a high quality comprehensive accountable system of care and education" is reflected every day within our program at DSS. The program is a mobile unit. It reaches the population that ordinarily might not have been involved in a Smart Start program.

The in home parenting program offers support to some of the county's poorest families. It addresses early childhood initiatives by teaching parents new strategies. It routinely encourages parents to read to their children and enhances the bond between parent and child. Our participants love their children and appreciate the opportunity to be in a program that helps them to be better parents.



3. EVALUATION PLAN with Output Targets for 2010-2011

ACTIVITY TITLE: In Home Parenting

Data Collection				Analysis & Reporting		
<i>What data* will be collected?</i>	<i>Output Targets*</i>	<i>Who will collect the data?</i>	<i>How will it be collected?</i>	<i>When will it be collected?</i>	<i>How will the data be reported?</i>	<i>When will the data be reported?</i>
WF parents with children age 12 months or younger.	40	Family Support Specialist	Client files, Work First enrollment information	Upon entry to the program	Counts of families with back up documentation submitted with required Smart Start reports.	Quarterly
WF parents with children age 13 months through 5 years	10	Family Support Specialist	Client files, Work First enrollment information	Upon entry to the program	Counts of families with back up documentation submitted with required Smart Start reports	Quarterly
% of WF parents receiving weekly visits for the first six weeks of enrollment	90%	Family Support Specialist	Calculated from weekly visit logs and number of families served in this category	Weekly	Via Smart Start Required reports	Quarterly
% of WF families receiving in home visits twice a month until age 3	90%	Family Support Specialist	Calculated from weekly visit logs and number of families served in this category	Weekly	Via Smart Start Required reports	Quarterly
Group meetings offered to Work First Families	11	Family Support Specialist	Attendance sheets, agenda, meeting notes	At each group meeting	Counts and attendance sheets with required	Quarterly



					Smart Start reports	
WF attendees at Group meetings	80	Family Support Specialist	Attendance Sheets	At each group meeting.	Counts and attendance sheets with required Smart Start reports	Quarterly
Hours spent on participation related activities tracked monthly for each of	Needed for outcome	Family Support Specialist	Work First procedures for tracking participation hours	Per Work First procedures	Used to report on outcome I required Smart start reports	Quarterly
Referrals to community resources.	50	Family Support Specialist	Client files with notes about referrals offered.	As they occur.	Via required Smart Start reports	Quarterly

(*based on existing Logic Model or updated Logic Model for new program element and proposed budget)



... BUDGET NARRATIVE --2010-2011

ACTIVITY TITLE:			
Budget Line Item	2010-11 Smart Start Funds Requested	2009-10 Smart Start Funds Allocated	Budget Narrative: 1. Provide details for items included in each line item where funds have been requested. 2. Explain changes of 10% or more from prior allocation. USE AS MUCH SPACE AS NEEDED.
11) Personnel	\$ 41,615.97		
12) Contracted Services			
13) Total Personnel & Contracted Services	\$ 41,615.97	\$ -	
14) Office Supplies & Materials	\$ 500.00		
15) Service Related Supplies	\$ 150.00		
16) Total Supplies & Materials	\$ 650.00	\$ -	
17) Travel	\$ 1,000.00		No conferences available from the state. No need for this much to be allocated.
18) Communications & Postage			
19) Utilities			
20) Printing & Binding			
21) Repair and Maintenance			
22) Meeting/Conference Expense	\$ 500.00		
23) Employee Training (no travel)	\$ 325.00		
24) Classified Advertising			
25) In-State Board Meeting Expense			
26) Total Non-Fixed Operating Expenses	\$ 1,825.00	\$ -	
27) Office Rent (Land, Buildings, etc.)			
28) Furniture Rental			
etc.)			
30) Vehicle Rental			
31) Dues & Subscriptions	\$ 30.00		
32) Insurance & Bonding			
33) Books/Library Reference Materials			
34) Mortgage Principal, Interest & Bank Fees			
35) Other Expenses			
36) Total Fixed Charges & Other Expenses	\$ 30.00	\$ -	

37) Buildings & Improvements			
38) Leasehold Improvements			
, Furniture/Non-Computer Eqpt., \$500+/item			
40) Computer Eqpt./Printers, \$500+/item			
41) Furniture/Eqpt., under \$500/item			
42) Total Property & Equipment	\$ -	\$ -	
43) Purchases of Services			
44) Contracts with Service Providers			
45) Stipends/Scholarships/Bonuses			
46) Cash Grants and Awards			
47) Non-Cash Grants and Awards			
48) Total Services, Contracts & Grants	\$ -	\$ -	
49) Total Participant Training Expenses			
50) Total Budgeted Expenditures	\$ 43,470.97	\$ -	



5. PERSONNEL LISTING

ACTIVITY TITLE: _____

For each individual (staff or contracted) to be funded through this Smart Start activity, please complete the following chart and attach the appropriate job/position description.

Name	Position Title	Personnel Cost (total of salary, benefits, etc.)
Doreen Green	Family Support Specialist	\$41,616
Total Personnel Cost (should equal Budget Line 13)		\$41,616

Job Description

In-home Parenting (Smart Start Eligibility Support)

Primary Purpose of Position:

This position will teach Work First families, with children under 5 years and younger, basic skills such as parenting, budgeting, household management, how to identify children's needs and crisis management. Children identified as having needs, to get them ready for school, would be referred to existing programs through our local Smart Start organization. This person will be out in the field the majority of the day.

Knowledge, Abilities and Skills:

Working knowledge of basic social work principles, techniques, and practices and their application to specific casework, group work, and community problems. Knowledge of governmental and private organizations and resources in the community. Some knowledge of behavioral and socioeconomic problems and their treatment. Ability to establish and maintain effective working relationships with administrative supervisors, with members of case load and their families, and with care providers and various community organizations. Ability to express ideals clearly and concisely. Ability to plan and execute work.

6. Planning Budget for 2010-2011

Partnership: UNION SMART START		Fiscal Year: July 1, 2010 through June 30, 2011			
Direct Services Provider:		Smart	In-Kind	Cash	Total
Contract #:	Activity #:	Start	Funds	Match	Funds
Activity Name:		Funds	Amount	Amount	Amount
11) Personnel		\$41,615.97			\$41,615.97
12) Contracted Services					\$0.00
13) Total Personnel/Contracted Services		\$41,615.97	\$0.00	\$0.00	\$41,615.97
14) Supplies & Materials		\$500.00			\$500.00
15) Service-Related Supplies and Materials		\$150.00			\$150.00
16) Total Supplies & Materials		\$650.00	\$0.00	\$0.00	\$650.00
17) Travel		\$1,000.00			\$1,000.00
18) Communications & Postage					\$0.00
19) Utilities					\$0.00
20) Printing & Binding					\$0.00
21) Repair and Maintenance					\$0.00
22) Meeting/Conference Expense		\$500.00			\$500.00
23) Employee Training (no travel)		\$325.00			\$325.00
24) Advertising and Publicizing					\$0.00
25) Not Available for Use					\$0.00
26) Total Non-Fixed Operating Expenses		\$1,825.00	\$0.00	\$0.00	\$1,825.00
27) Office Rent (Land, Buildings, etc.)					\$0.00
28) Furniture Rental					\$0.00
29) Equipment Rental (Phones, Computer, etc.)					\$0.00
30) Vehicle Rental					\$0.00
31) Dues & Subscriptions		\$30.00			\$30.00
32) Insurance & Bonding					\$0.00
33) Books (Library Reference Materials)					\$0.00
34) Not Available for Use					\$0.00
35) Other Expenses			\$4,412.09		\$4,412.09
36) Total Fixed Charges & Other Expenses		\$30.00	\$4,412.09	\$0.00	\$4,442.09
37) Not Available for Use					\$0.00
38) Not Available for Use					\$0.00
39) Furniture/Non-Computer Eqpt., \$500+ per item					\$0.00
40) Computer Equipment/Printers, \$500+ per item					\$0.00
41) Furniture/Eqpt., under \$500 per item					\$0.00
42) Total Property & Equipment Outlay		\$0.00	\$0.00	\$0.00	\$0.00
43) Purchases of Services					\$0.00
44) Not Available for Use					\$0.00
45) Awards (including scholarships and bonuses)					\$0.00
46) Cash Grants					\$0.00
47) Non-Cash Grants					\$0.00
48) Total Services/Contracts/Grants		\$0.00	\$0.00	\$0.00	\$0.00
49) Total Participant Training Expense					\$0.00
50) Total Budgeted Expenditures		\$44,120.97	\$4,412.09	\$0.00	\$48,533.06

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 2, 2010

Action Agenda Item No. 72i
(Central Admin. use only)

SUBJECT: NC Forest Service - Annual Contract

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

ATTACHMENT(S):
Contract Renewal

INFORMATION CONTACT:
Al Greene
David Cannon

TELEPHONE NUMBERS:
704.292.2625
704.283.3631

DEPARTMENT'S RECOMMENDED ACTION: Authorize County Manager to approve Agreement with NC Department of Environment and Natural Resources - NC Forest Service

BACKGROUND: Union County and NC DEHNR - Forest Service share responsibilities, financial and operational, in active forest protection, development and reforestation. NC DEHNR is responsible for employment of a County Forester (after consultation with the County Commission) who is responsible for controlling forest fires, investigations, woodland and field fires and for enforcing State forest fire laws. In addition to personnel costs, NC DEHNR supplies material and operating expenses, vehicle purchases and expenses and other necessary operational costs of the NC Forest Service in Union.

The State pays 60% of the total costs of the program with the County paying the balance of 40%. For FY2011 the total cost of the NC Forest Service program is \$172K with the State paying \$103K and the County responsible for the balance of \$69K (40%).

FINANCIAL IMPACT: Funds are budgeted in FY2011 for the annual contract.

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

2543

Party/Vendor Name: State of North Carolina Department of Environment and Natural Resources

Party/Vendor Contact Person: Andy Cranfill Contact Phone: 704-233-1437

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

Address: 3230-C Presson Rd. City: Monroe State: NC Zip: 28112

Department: Finance Amount: 68,910

Purpose: FY2010-2011 Appropriation

Budget Code(s)(put comma between multiple codes): 10549700-5699

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

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: 07-01-2010

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

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

Department Head's Signature: [Signature] Date: 15 Jul 10

Approval by Board

ATTORNEY

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

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

Approval by Manager per authorization of Board

Date of Board authorization: _____

Attorney's Signature: [Signature]

Date: 7/23/10

Approval by Manager subject to authorization by Board

Date Board authorization requested: 8/2/10

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: 7/26/10

INFORMATION TECHNOLOGY DIRECTOR

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

JUL 23 2010

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

IT Director's Signature Date: _____

Date Received: 7-23-10

BUDGET AND FINANCE

FINANCE OFFICE

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: 10549700-5699 Vendor No.: 1468 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: [Signature] Date: 7-26-10

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: _____



North Carolina
Department of Environment and
Natural Resources

Beverly Eaves Perdue, Governor
Dee Freeman, Secretary



North Carolina
Division of Forest Resources

Wib L. Owen, Director

Division of Forest Resources
1933 Mountain Island Highway
Mount Holly, NC 28120
July 2, 2010

Al Greene
County Manager
500 N. Main Street
Suite 901
Monroe, NC 28112

Dear Mr. Greene:

Please find enclosed the Agreement for the Protection, Development and Improvement of Forest Lands in Union County, North Carolina for the Fiscal Year 2010-2011.

We appreciate your continued support of the forestry program in your county.

Sincerely,

A handwritten signature in blue ink that reads 'Dan R Brandon'.

Daniel R Brandon, RF #715
District Forester, Mount Holly District

Enclosure: Union County Contract

RECEIVED
UNION COUNTY

JUL - 9 2010

FINANCE OFFICE

STATE OF NORTH CAROLINA
DEPARTMENT OF
ENVIRONMENT AND NATURAL RESOURCES

\$172,274.00
Total Cooperative
Appropriation

\$103,364.00 60%
State

\$68,910.00 40%
County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT
OF FOREST LANDS IN UNION COUNTY, NORTH CAROLINA

THIS AGREEMENT, made under the authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management," (Section 113-59 of the General Statutes of North Carolina - 1943), and also under authority of another Section of the General Statutes, namely Section 113-54, by the North Carolina Department of Environment, Health, and Natural Resources (hereinafter called the Department), party of the first part, and the Board of Commissioners of Union County in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

That WHEREAS the said Board, recognizing the need for active forest protection, development, reforestation, management and improvement in Union County, has accepted the offer of the Department for cooperation in accomplishing this object:

Now, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the said parties contract and agree to maintain a legally appointed and equipped Forest Ranger organization in said county at the joint cost of the State and county, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select, employ and appoint, after consultation with the Board, a County Forester or County Forest Ranger for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland and field fires; for enforcing State forest fire laws; for taking such preventive measures, educational and otherwise, as shall seem necessary to prevent forest fires; for developing and improving the forests through reforestation, promotion and practice of Forest Management practices; and for protection from insects and diseases.

2. To furnish to each Forester or Forest Ranger so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements deemed necessary insofar as the joint funds will permit.

3. To pay the Forester or Forest Ranger for all official services rendered, at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary schedules.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of the Forester or Forest Ranger, to discipline and, when necessary, discharge such Forester or Forest Ranger.

5. To submit to the Board of Commissioners monthly (or at other mutually satisfactory intervals) an itemized statement of all monies to be paid by the County and those paid by the Department for the proper conduct of the work within said County.

6. To make available annually from State, Federal, and other funds allotted to it, the sum of One Hundred Three Thousand Three Hundred Sixty-Four dollars (\$103,364.00) as its share of an annual budget of \$172,274.00 for carrying on the work in said County.

Part II. THE BOARD AGREES:

1. To pay the Department 40% of the total cost of the Forester or Forest Ranger salaries and expenses and of other proper expenditures made in connection with the over-all Forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

2. To appropriate annually the sum of Sixty-Eight Thousand Nine Hundred Ten dollars (\$68,910.00), which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget ~~for FY 2010-2011.~~ **Int.** _____

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

1. That this Agreement becomes effective July 1, 2010, and ends June 30, 2011. **Int.** _____

2. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work, such revision to become effective at the beginning of a given Fiscal Year. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties. **Int.** _____

3. That the Board reimburse the Department as provided in Part II, Item 1, by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's periodic statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

4. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

5. That the Forester or Forest Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be fully informed at all times regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the ~~Board of County Commissioners~~ ^{County Manager} of Union County.

Int. _____

Date _____ ~~Chairman~~

Al Greene, County Manager

APPROVED AS TO LEGAL FORM *JJC*

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized, as required by the "County Fiscal Control Act."

Date _____ Union County Finance Officer

For the North Carolina Department of Environment and Natural Resources

Date _____ Signature

Title Director, Division of Forest Resources

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

[Signature]
Assistant Finance Director 7/28/2010

**UNION COUNTY GREENWAY MASTER PLAN
PROFESSIONAL SERVICES AGREEMENT**

WITH

**UNION COUNTY, THE TOWN OF HEMBY BRIDGE, TOWN OF INDIAN TRAIL,
VILLAGE OF LAKE PARK, VILLAGE OF MARVIN, TOWN OF MINERAL SPRINGS,
CITY OF MONROE, TOWN OF STALLINGS, TOWN OF WAXHAW, TOWN OF
WEDDINGTON, VILLAGE OF WESLEY CHAPEL, AND TOWN OF WINGATE**

This Professional Services Agreement (“the Agreement”) is entered into by and between The Trust for Public Land, a California non-profit corporation (“TPL”), and Union County, the Town of Hemby Bridge, the Town of Indian Trail, the Village of Lake Park, the Village of Marvin, the Town of Mineral Springs, the City of Monroe, the Town of Stallings, the Town of Waxhaw, the Town of Weddington, the Village of Wesley Chapel, and the Town of Wingate, all political subdivisions of the State of North Carolina (collectively known as “Clients”).

RECITALS

WHEREAS, the Clients are comprised of a county and municipalities of the State of North Carolina, and;

WHEREAS, the Clients have agreed to collectively be the recipients and the Town of Indian Trail has agreed to serve as the administrator of a \$60,000 restricted planning grant (the “Grant”) from The Carolina Thread Trail (“CTT”) for the purpose of creating a Master Greenway Plan (the “Master Plan”) for Union County and interested municipalities (the “County”), which Master Plan will focus on identifying the potential Union County segments of the regional greenway known as the Carolina Thread Trail (the “Trail”); and

WHEREAS, the Clients will contribute, or raise from various sources, an additional \$6,000 as a match to the Grant; and

WHEREAS, the Grant and the match to the Grant will be used to pay TPL and its subcontractors, if any, for services outlined in the scope of services description attached as Exhibit A hereto and incorporated by reference herein; and

WHEREAS, the Clients have accepted fiduciary responsibility for the Grant, will ensure timely payments to TPL, will act as co-conveners of the planning process along with TPL and CTT, and will be active participants in the process of developing the Master Plan, including working with CTT staff to cause the Master Plan to be adopted by the Clients (as well as Union County and other municipalities affected by such Master Plan) and to be incorporated by the Metropolitan Planning Organization into its Long Range Transportation Plan.

NOW, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES.

In connection with the development of the Master Plan, TPL shall provide certain planning services and deliverables associated therewith all as outlined on the attached Exhibit A Scope of Services and Exhibit B Project Tasks and Budget.

2. PROFESSIONAL FEES

The Clients agree to pay TPL an amount not to exceed \$66,000.00 for performance of the professional services described in paragraph 1 above. TPL shall submit quarterly invoices for services rendered and expenses incurred during the preceding quarter. The Town of Indian Trail, as the administrator, shall pay TPL the invoiced amount within thirty (30) days of receipt of the invoice.

3. TERM.

The term of this Agreement shall commence upon the last date of execution of this Agreement, and shall continue until May 1, 2011, unless otherwise terminated in accordance to the terms of this Agreement.

4. STATUS AS INDEPENDENT CONTRACTOR

TPL shall operate as an independent contractor and not an agent, employee or assign of the Clients. In its capacity as an independent contractor, it is understood that TPL shall not be treated as an employee or assignee of the Clients for purposes of unemployment or workers compensation benefits, nor for state or federal tax purposes. Furthermore, this agreement does not create a partnership relationship between the Clients and TPL, and is intended solely to establish the relationship of independent contractor and client.

5. CONTACT PERSONS

The Contact Persons for the parties shall be as follows:

- a. The TPL employee responsible for administering this Agreement shall be Kelley Hart, Associate Director of Conservation Vision, whose address is 660 Pennsylvania Ave., SE, Suite 401, Washington, D.C., 20003, and whose phone number is (202) 543-7552.
- b. The Town of Indian Trail, as the administrator, shall serve as the primary liaison with TPL through Katie Reeves, Senior Planner, whose address is P.O. Box 2430, Indian Trail, North Carolina 28079, and whose telephone number is 704-821-5401.

c. Each party reserve the right to change its primary contact person at any time and from time to time by written notice delivered to the other party.

6. OWNERSHIP OF DELIVERABLES.

As set forth in Exhibit A and Exhibit B, TPL will be responsible for preparing certain written deliverables (collectively, the “Works”, and individually a “Work”). The Clients shall have right, title and interest in and to the Works; provided, however, that TPL and CTT shall have a fully paid-up perpetual license to use any of the Works for any purpose; and provided, further, that each such Work shall always contain the following attribution: “This document was created as part of a Conservation Vision process with The Trust for Public Land” and the TPL and CTT logos, which TPL and CTT shall place on the Works in both printed and electronic forms. This attribution and the logos must appear on any and all copies of the Works, including excerpts thereof, which may be used publicly or distributed to third parties.

7. TERMINATION

(a) This Agreement shall terminate automatically on the occurrence of any of the following events: (1) death or disability of key staff at TPL; (2) bankruptcy or insolvency of either TPL; (3) assignment of this Agreement by either party without the express written consent of the other party; or (4) completion of the project or services described above in the Exhibit A Scope of Services. As used herein, "disability" means any physical or mental condition that prevents TPL staff from performing their obligations pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, this Agreement may not be terminated by either party except in good faith, for good cause shown, and upon two weeks' written notice to the other party. A termination of this Agreement shall be considered to be a termination “for good cause,” if such termination is for reasons including but not limited to the following: (1) material dishonesty; (2) failure of the Clients to compensate TPL in accordance with the provisions of Paragraph 2; and (3) failure of TPL to perform services under or comply with the terms of this Agreement.

(c) The Clients shall reimburse TPL for work performed in conformance with this Agreement prior to termination. This right to terminate shall be in addition to, and not in lieu of, any other rights and remedies the party may have at law or in equity.

(d) The Clients’s obligations to indemnify TPL under Paragraph 8 below shall continue in full force and effect notwithstanding any termination of this Agreement.

8. INDEMNIFICATION

The Clients shall indemnify and hold TPL harmless from any and all demands, claims, causes of action, suits, proceedings, arbitrations, judgments, losses, liabilities, costs, expenses and fees, including but not limited to reasonable attorneys' fees, which arise from or in connection with the services provided by TPL and/or the negligence or intentional acts of TPL.

9. CONFLICT OF INTEREST

It is understood that TPL may provide consulting services for other clients during the term of this Agreement. However, during the Term of this Agreement, TPL will not undertake any responsibilities or engage in activities which may conflict with or be detrimental to the success of TPL's Services to the Clients. Further, TPL shall disclose to the Clients any situation which may reasonably present a conflict of interest. The Clients and TPL will mutually and in good faith attempt to resolve any apparent or perceived conflict of interest. If the conflict cannot be resolved between the parties, the Clients may terminate the Agreement effective on the day notice is sent to TPL.

10. GENERAL TERMS

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

b. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument.

c. All of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

d. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, but without giving effect to such provision.

e. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

f. This Agreement constitutes the entire agreement between TPL and the Clients pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized signatory (ies) on the date set forth below.

UNION COUNTY

By: _____ Date: _____

Printed Name & Title: _____

TOWN OF HEMBY BRIDGE, a North Carolina municipality

By: _____ Date: _____

Printed Name & Title: _____

TOWN OF INDIAN TRAIL, a North Carolina municipality

By: _____ Date: _____

Printed Name & Title: Joe Fivas, Town Manager

VILLAGE OF LAKE PARK, a North Carolina municipality

By: _____ Date: _____

Printed Name & Title: _____

VILLAGE OF MARVIN, a North Carolina municipality

By: _____ Date: _____

Printed Name & Title: _____

TOWN OF MINERAL SPRINGS, a North Carolina municipality

By: _____ Date: _____

Printed Name & Title: _____

CITY OF MONROE, a North Carolina municipality

By: _____ Date: _____

Printed Name & Title: _____

TOWN OF STALLINGS, a North Carolina municipality

By: _____ Date: _____

Printed Name & Title: _____

TOWN OF WAXHAW, a North Carolina municipality

By: _____ Date: _____

Printed Name & Title: _____

TOWN OF WEDDINGTON, a North Carolina municipality

By: _____ Date: _____

Printed Name & Title: _____

VILLAGE OF WESLEY CHAPEL, a North Carolina municipality

By: _____ Date: _____

Printed Name & Title: _____

TOWN OF WINGATE, a North Carolina municipality

By: _____ Date: _____

Printed Name & Title: _____

THE TRUST FOR PUBLIC LAND, a California non-profit corporation

By: _____ Date: _____

Kelley Hart, Associate Director, Conservation Vision Program

EXHIBIT A

Scope of Services

Please see also Exhibit B with the corresponding budget and timeline, including the 10% management fee charged on labor, which is not reflected here.

1. Background and Data Collection

The greenway and trail planning will build on previous park, trail and community planning processes such as The Town of Indian Trail's 2009 *Comprehensive Pedestrian Plan*, The City of Monroe's *Greenway/Bikeway Master Plan* (adopted 2005) as well as the Town of Stallings' pedestrian plan. It will also be coordinated with local and regional trail planning efforts currently underway, like *Wingate 2020: Comprehensive and Downtown Plan* and Indian Trail's *Parks and Greenway Master Plan*.

A thorough review and synopsis of all existing planning documents will inform and relate to the Greenway Master Plan. For example, Indian Trail's proposed system of 17 miles of greenways within Town limits and 3+ miles outside of Town are designed to connect the village center, residential areas, and schools in response to what planners learned through stakeholder interviews and public workshops. They detailed a list of all the churches, schools, parks, shopping centers, and other locations that people walk to on a daily basis. It is that same type of information that we'd procure across the whole county, and having Indian Trail's list from just one year ago is extremely useful.

TPL will meet with the steering committee to review the process, current conditions findings, and prepare for the community outreach Round 1 meetings.

Budget: \$3,468
Schedule: May 3 – June 14 (6 weeks)
Deliverables: Brief Current Conditions Report that provides synopsis of findings and analysis (to become chapter in Final Plan); Steering Committee meeting agenda and summary.

2. Base Mapping

TPL GIS will develop a base map of the county including existing and proposed trails, protected lands, jurisdictions, transportation corridors, streams and waterbodies.

Using existing park and trail plans as a guideline, TPL GIS will contact local, county, and regional GIS providers to assemble GIS data for proposed and existing trails in the county.

Budget: \$544
Schedule: May 10 – June 14 (5 weeks)
Deliverable: Poster size base map for community meetings

3. Community Engagement

In the first round, we typically hold four public input meetings in different parts of the county with invited stakeholders and the general public. By having invited stakeholders, we ensure that there is a broad mix of participants who can bring varied viewpoints, interests and resources to the process. The meetings will be publicized widely to ensure the best participation possible. We will brainstorm with the Steering Committee important stakeholders to invite, and work with the Steering Committee Community Outreach Team to develop strategies for reaching these individuals and groups as well as the public. We've learned from surveying participants that the best way to get people to turn out for the meetings is word-of-mouth. The second best thing is a newspaper article.

Consultants for the Carolina Thread Trail have used different formats for the first round of public input. Some firms prefer to conduct charette-style workshops where participants can draw on maps, indicating where they'd like to see trails or pinpointing destinations that ought to be connected. We can do this if the Steering Committee prefers, although we generally recommend a more inclusive approach that reinforces concepts and gets people excited about a vision. We feel this approach is superior because it helps to set the stage for consensus building. If we collect information about what people think is important, we can come back to them later to show them where those values play out on the landscape, instead of simply weighing alternative segments from alternative participants. This parallels the approach taken by Indian Trail in development of the *Comprehensive Pedestrian Plan*. They brainstormed goals for realizing a vision, turned their goals into ranking criteria, and then used the criteria as the basis for prioritizing implementation tasks. That's the kind of approach that we would recommend taking.

We look forward to working with the Steering Committee to identify potential locations for seeking public input. We have found that sometimes the best way to get beyond reaching the "choir" is to host meetings or pass out surveys in places where people are already getting together.

Besides face-to-face meetings there could also be an opportunity for people to participate by filling out an on-line survey. We have extensive experience drafting surveys. We would begin by reviewing surveys already completed on related topics, such as the City of Monroe's Citizen Survey administered for its *Greenway/Bikeway System Master Plan* (2005). Getting the word out about surveys is extremely important, and we would brainstorm the best approach with the Steering Committee. Having a link to the survey from each municipality's webpage would be a good starting point.

Budget: \$7,077

Schedule: June 14 – July 26 (6 weeks)

Deliverables: Memo to Steering Committee with results from public outreach efforts.

4. Identify Carolina Tread Trail segment alternatives

We will prepare a presentation and facilitate a meeting of the Steering Committee to review the results from the public input and have a discussion that will help the Technical Advisory Team in drafting potential trail segments. This will also be an opportunity to share lessons learned and ideas for the next round of public input.

Based on the Round 1 public input and Steering Committee discussion, the Technical Advisory Team will create draft greenway concept maps with potential routes for the Carolina Thread Trail identified. We will lead the Technical Advisory Team work through the identification of trail segments.

Budget: \$2,322
Schedule: July 26 – August 23 (4 weeks)
Deliverables: Steering Committee meeting agenda and summary.

5. Create GIS-based trail maps

Union County will nominate candidates for a Technical Advisory Team (TAT) of local experts to assist TPL GIS staff in collecting and verifying GIS data, as well as developing CTT route alternatives. TPL will review and contact nominated Technical Advisory Team TAT candidates, and will be responsible for finalizing TAT membership. We will conduct periodic TAT working sessions via web meeting and conference lines to identify additional datasets, contacts, and strategies for scenario development. We will also collect and verify data as advised by TAT and develop a trail segment alternative evaluation framework which allows interactive digitizing of trail segments, automatic assessment of metrics, and mapping of trail segment alternatives. Based on TAT guidance, TPL will develop alternative CTT connections that best address destination, usage, equity, and connectivity goals identified by the steering committee and public input. TPL will maintain metric evaluations for all alternative scenarios. We will review and refine scenarios with TAT.

For inter-jurisdictional discussions (described above), TPL GIS will travel to Union County to support this meeting with live maps and metrics. We will convene the TAT to review inter-jurisdictional input and refine CTT segment alternatives as appropriate. Note: The schedule for this meeting will be such that all inter-jurisdictional meetings take place within a 2-day period.

Budget: \$17,168
Schedule: July 26 – September 6
Deliverables: Maps and metrics for public open houses and Steering Committee reviews.

6. Inter-jurisdictional Discussions

We will convene a meeting with adjoining counties to identify routes for connecting the Carolina Thread Trail across county boundaries. As a regional trail network, this cross-jurisdictional planning is critical to creating an interconnected resource that meets the needs

of local jurisdictions and works as a regional amenity. Strategic decisions must be made about whom to invite to this meeting, as this is an opportunity to not only confirm or learn of new connection opportunities, but to inspire a vision for regional routes to adjacent counties.

Budget: \$1,606
Schedule: August 23 – September 6 (2 weeks)
Deliverables: Inter-jurisdictional meeting agenda and summary.

7. Mapping/Ground-truthing Consultation

Next we will work with the Steering Committee and other stakeholders to ground-truth key segments of the trail to ensure that trail development in those areas is viable. TPL can furnish a ground-truthing guide and coordinate with the TAT and Steering Committee to identify appropriate sites for ground-truthing, then work with volunteers who conduct site visits. Engaging stakeholders in the ground-truthing portion of the project is an opportunity to utilize additional local knowledge as part of the trail planning process. It's particularly valuable to have Steering Committee members do some ground-truthing because the detailed knowledge gained at this stage will greatly assist the committee in making final decisions about implementation priorities.

Budget: \$2,604
Schedule: September 6 – October 4 (4 weeks)
Deliverables: Ground-truthing how-to manual; Steering Committee meeting agenda and summary. Presentation on ground-truthing compiled from volunteer reports.

8. Prepare Draft Plan

TPL has created final Greenway Master Plans and Carolina Thread Trail Plans for Gaston, York and Chester Counties. Those plans include the following sections:

- a. Executive Summary
- b. Introduction
- c. Greenway Benefits
- d. Existing Conditions
- e. Proposed Trail Networks
- f. Recommended Actions for Implementation
- g. Conclusion

This timeline assumes that we would phase the development of draft chapters to the Steering Committee for their review, as opposed to delivering the draft all at once. We can compress this step if desired.

Budget: \$3,888
Schedule: October 4 – December 13 (10 weeks)
Deliverables: Draft plan provided to steering committee.

9. Facilitate Open House Forums for Public Review of Draft Plan

We recommend that the second round of public meetings be formatted as open houses, where participants stop in to review materials, ask questions, and give feedback directly to the project team, city and county staff, and additional Steering Committee members who attend. This budget assumes there will be 4 open houses (each about 3 hours long). Public comment will be gathered in the form of a survey that TPL will analyze to share results with the Steering Committee. This stage can include an internet survey as well.

Budget: \$5,679
Schedule: November 1 – December 6 (5 weeks)
Deliverables: Survey results from public input on draft maps.

10. Telephone Survey of Residents

We will oversee a statistically significant citizen perspective survey completed to learn about residents' preferences on related topics, such as:

- current recreational activities and resident participation rates in those activities,
- types of destinations along trails or types of trails that residents think should be a top priority,
- specific trail segments that residents think should be a top priority,
- sentiment surrounding trails and greenways generally, or
- degree of significance assigned by residents to land use and environmental issues.

We have directed dozens of these types of telephone surveys around the country. This is different than the surveying that we propose within the regular project scope and budget, which is voluntary and participants are self-selecting. This survey would be statistically significant and conducted over the telephone. This is an excellent way to get the opinions of a representative sample of residents, and reach individuals who might not complete an online survey or come to a public meeting. We often use telephone surveys to see what types of park and open space spending initiatives will resonate with voters. The survey instrument would be drafted and vetted with Steering Committee members. It can be administered during the first or second round of public input, and its timing will need to be determined through discussion with the Steering Committee.

Budget: \$10,000
Schedule: November 2010 (4 weeks)
Deliverables: Survey results in written report and power point presentation to Steering Committee.

11. Host Steering Committee Review

TPL will convene a final presentation and action-planning meeting. The goal of this meeting is to reach final agreement on the trail routes and discuss how to finance and implement the trail. The Steering Committee will identify priority trail segments and develop strategies for

how to acquire and develop those segments as the first legs of the Carolina Thread Trail in Union County.

Budget: \$1,388
Schedule: December 6 – January 17 (6 weeks)
Deliverables: Meeting agenda, presentation and summary.

12. Prepare the Final Plan, Including Implementation Strategy

It is important for the master plan to tell the story of why trails and greenways are critical to quality of life and economic development in Union County, to show how the trails will connect important amenities and create transportation corridors, and to lay out in clear terms how communities can move forward on implementing their vision. Part of the implementation analysis includes an overview of local, state and federal funding mechanisms that the county and its municipalities could use to fund acquisition or trail development.

Besides preparing the final copy, TPL will use the InDesign template for the report provided by CTT and put the copy into the template. TPL will produce digital and paper copies of the report as described below.

Budget: \$2658
Schedule: January 17 – January 31 (2 weeks)
Deliverables:

1. Final Countywide Greenway Master Plan and Carolina Thread Trail Plan:
 - Thirty (30) bound color copies – Notebooks will be provided by CTT
 - One (1) unbound color copy
 - One (1) digital (Word format, print ready with graphics included)
 - One (1) electronic copy in Adobe acrobat (.pdf) format
2. Presentation map of recommended CTT route
3. Digital GIS data of the final Carolina Thread Trail route and Other Greenway Connection Opportunities in ESRI shapefile format

13. Produce a Promotional Brochure

Developing a brochure presents an opportunity to engage more people by soliciting their help.

Groups that might be involved include:

- Monroe Tourism and Visitors Bureau
- Union County Chamber of Commerce
- Union County Community Arts Council

We propose drafting copy and circulating it with these groups (or others) for input and contributions before finalizing it for print.

Budget: \$2286
Schedule: January 31 – March 28 (8 weeks)
Deliverables: Electronic version of brochure for distribution across county and

municipalities (Note: under this budget we will not be professionally printing the brochure)

14. Adoption of the Plan by Elected Officials

TPL will work with CTT staff and the Steering Committee on mapping out the mechanisms for adopting the new plan into the existing frameworks. The timeline for adoption will vary depending on a variety of factors. In the past adoption has typically taken 2-4 months. TPL proposes serving in a support role on this task.

Budget: \$499

Schedule: January 31 - TBD

Deliverable: Final recommendations on strategies for adopting the plan.

EXHIBIT B
Project Tasks and Budget

EXHIBIT C
Interlocal Agreement
(signature sheets in counterparts)

TOWN OF STALLINGS:

Attest: _____ **By:** _____
(Signature)

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

Finance Director

TOWN OF WAXHAW:

Attest: _____ **By:** _____
(Signature)

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

Finance Director

TOWN OF WEDDINGTON:

Attest: _____ **By:** _____
(Signature)

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

Finance Director

VILLAGE OF WESLEY CHAPEL:

Attest: Cheryl Bennett **By:** Jim S. [Signature]
(Signature)

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

Cheryl Bennett
Finance Director

TOWN OF MARSHVILLE:

Attest: _____

By: _____
(Signature)

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

Finance Director

VILLAGE OF MARVIN:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF MINERAL SPRINGS:

Attest: _____

By: _____
(Signature)

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

Finance Director

CITY OF MONROE:

Attest: Bridgette H Robinson

By: Billy Hillman
(Signature)

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

Ira Stickland
Finance Director

parties hereto confirm that any facsimile copy or photocopy of another party's executed counterpart of this Agreement (or its signature page thereof) will be deemed to be an executed original thereof.

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

TOWN OF HEMBY BRIDGE:

Attest:

By:

(Signature)

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

Finance Director

TOWN OF INDIAN TRAIL:

Attest:



Archie Firas
(Signature)



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

Master D. Bultor
Finance Director

VILLAGE OF LAKE PARK:

Attest:

By:

(Signature)

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

Finance Director

TOWN OF STALLINGS:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF WAXHAW:

Attest: Donnie B. McManus

By: Michael W. [Signature]
(Signature)

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

Finance Director

TOWN OF WEDDINGTON:

Attest: _____

By: _____
(Signature)

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Finance Director

VILLAGE OF WESLEY CHAPEL:

Attest: _____

By: _____
(Signature)

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Finance Director

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By: _____
(Signature)

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Finance Director

TOWN OF WAXHAW:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF WEDDINGTON:

Attest: Amy S. McCallum

By: Nancy S. Anderson
(Signature)

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

[Signature]
Finance Director

VILLAGE OF WESLEY CHAPEL:

Attest: _____

By: _____
(Signature)

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

Finance Director

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(Signature)

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Finance Director

TOWN OF INDIAN TRAIL:

Attest: _____ By: _____
(Signature)

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

Finance Director

VILLAGE OF LAKE PARK:

Attest: Cheri S. Clark By: [Signature]
(Signature)

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

[Signature]
Finance Director



TOWN OF MARSHVILLE:

Attest: _____

By: _____
(Signature)

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

Finance Director

VILLAGE OF MARVIN:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF MINERAL SPRING:

Attest: Vicki A. Brooks



[Signature]
(Signature)

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

[Signature]
Finance Director

CITY OF MONROE:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF STALLINGS:

Attest: *Erin Edwards*

By: *Ben W Matthews*
(Signature)



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

Carly R. Baxter
Finance Director

TOWN OF WAXHAW:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF WEDDINGTON:

Attest: _____

By: _____
(Signature)

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

Finance Director

VILLAGE OF WESLEY CHAPEL:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF MARSHVILLE:

Attest: _____

By: _____
(Signature)

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

Finance Director

VILLAGE OF MARVIN:

Attest: Myra

By: Mary J. Roberts
(Signature)

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

Christine A. Robinson
Finance Director



TOWN OF MINERAL SPRINGS:

Attest: _____

By: _____
(Signature)

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

Finance Director

CITY OF MONROE:

Attest: _____

By: _____
(Signature)

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

Finance Director

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 8/2/10

Action Agenda Item No. 7/2k
(Central Admin. use only)

SUBJECT: NC Telehealth Network Subscription Agreement (NCTN)

DEPARTMENT: Public Health

PUBLIC HEARING: No

ATTACHMENT(S):
NCTN Agreement

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:
704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Accept the agreement to provide funds that will discount broadband services to the Union County Health Department

BACKGROUND: This agreement is designed to assist local health departments and other free clinic members in obtaining and using broadband services under the Federal Communications Commission's Rural Healthcare Pilot Program (RHCPP). The RHCPP's key role in the NCTN is to provide funds that will discount broadband services for data transfer between healthcare agencies.

Currently the health department does not have the broadband capacity to transfer data between itself and funding agencies such as NC Medicaid through the new billing system currently being implemented by the state. Without proper transfer of information, payments cannot and will not be processed by the funding agencies. By participating in the program, the Union County Health Department will be able to upgrade its existing bandwidth for data transfer at an 85% reduction in cost for a maximum of three years, i.e. the agency will be responsible for only 15% of the cost associated with the broadband upgrade.

The total amount of these discounted services to the agency will be a one-time install fee of \$75 and a maximum monthly fee of \$269.12 for a three-year maximum total of \$11,563.32. The amount could decrease depending on the number of participating sites.

If not acted on by August 29, the agreement is null and void.

FINANCIAL IMPACT: \$11,563.32 maximum contribution from the county.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:

NCTN-PH Subscription Agreement

This is a subscription agreement (hereafter known as the Agreement) between the Public Health Authority of Cabarrus County, (dba Cabarrus Health Alliance (CHA, hereafter)) and **Union County Health Department**, hereafter known as the subscriber. The Agreement describes the terms of service for a subscriber to the North Carolina TeleHealth Network (NCTN). The NCTN is a service designed to assist participants in the network, including public health agencies, NC Association of Free Clinic members in obtaining and using broadband services under the Federal Communications Commission's Rural Healthcare Pilot Program (RHCPP). The RHCPP's key role in the NCTN is to supply discount funds to the network vendor for RHCPP eligible broadband services provided to subscribers.

This Agreement is designed to be serviced under a contract by and between CHA and a vendor which shall be the exclusive parties thereunder (hereafter known as the Contract) between CHA and the network vendor to supply the network services.

Acronyms and Definitions

This section contains a description of terms used throughout the document.

FCC – the Federal Communications Commission

FCL – Funding Commitment Letter – a formal means by which the FCC commits to providing discounts related to network services to an RHCPP selectee.

NCTN – North Carolina TeleHealth Network – a broadband network created and operated by CHA in its role as the project coordinator for a project named “NCTN” in the FCC's Rural Healthcare Pilot Program. The NCTN has two phases- NCTN-PH for public health and free clinics, and NCTN-H for hospitals.

RHCPP – Rural Healthcare Pilot Program – a program created by FCC order 07-198. The order defines the extent of the program, lists selectees (of which the NCTN is one), and discount amounts available to selectees to use to defray the network service costs for eligible services and sites.

USAC – Universal Services Administrative Company - the FCC's administrator for the Universal Service Fund.

1) **General Requirements of Subscribers**

The subscriber shall provide adequate access to a serviced site and personnel for network service providers to plan, install, maintain, inspect, and dismantle the subscribed network services and any other network services collocated at the site.

A subscriber who has a portion of network services paid by the RHCPP agrees to use the discounted NCTN services only for RHCPP-eligible discounted activities. Eligible uses are

spelled out in FCC order 07-198 section III.E. In summary, all functions that are required to be carried out by public health agencies are eligible; functions associated with care provision by free clinics are eligible. The FCC is the final arbiter of which service costs are eligible for discount.

If the subscriber anticipates in engaging in usage of the network that includes non-eligible activities, the subscriber will notify CHA. CHA and the subscriber will then resolve whether the usage is eligible or not and, if not, create a “fair share” proposal for approval by the RHCPP. Once approved, the subscriber will abide by the new arrangements in the proposal.

Unless CHA is notified otherwise in writing, signing this subscription agreement shall indicate that the subscriber is engaged only in eligible uses.

During the term of the Agreement, if the subscriber anticipates or discovers changes in network usage that include non-eligible uses then the subscriber shall contact CHA in writing and cooperate in creating/adjusting a “fair share” agreement. In all cases, costs associated with non-eligible use of NCTN-PH services shall be paid by the subscriber. If an audit reveals that the eligible use level is lower than initially agreed, the subscriber will be responsible for paying any back charges, fees, fines or other payments associated with this finding.

Subscriber agrees to use the network for legal purposes only. Illegal use may result in termination of the services and other legal actions. Subscriber is entirely responsible for its use of the network services. Subscriber will take steps to prevent the use of its attachment to the network for spreading viruses and/or other malware; the steps will include cooperating with CHA or its designees to stop such usage. CHA has authority to manage the network services for the benefit of the subscriber community and thus may alter traffic flow for a subscriber who is using those services in a way other than as permitted in the subscriber agreement.

An Acceptable Use Policy (AUP) is attached to and part of this Agreement. The AUP must be agreed to and initialed by the subscriber as part of becoming an NCTN-PH subscriber. A key part of this AUP requires that subscribers maintain contact information with one or more subscriber site managers for the network vendor to use to resolve network issues and provide alerts. Maintaining this contact list with current points of contact available to participate in resolving network issues is critical to assuring adequate network services. Subscriber acknowledges that parts of the AUP allow the network vendor to limit network connectivity for the subscriber in response events that may damage the ability of other subscribers to maintain secure service.

2) NCTN-PH Implementation Process

Subscriber agrees to participate in the NCTN-PH implementation process including a potential interview, training, and other activities needed to support the implementation.

The costs for the network services depend partially on how many sites subscribe to the network. Generally, more subscribing sites means less cost per site. In order to get the best price for the

sites that subscribe, the NCTN-PH implementation process includes a feature where each subscriber is offered a service at a maximum price that will be adjusted lower if enough sites subscribe to allow for reductions.

Therefore, this subscription agreement includes a Service Offering Attachment that contains an offer of a specific network service, at a specific site, at a specific maximum price to be offered to the subscriber within 120 days of the subscription agreement date. The subscriber agrees to accept this service at this site at the stated maximum price when offered within the 120 day time frame. The actual final price may be lower than the maximum price listed depending on the number of subscribers.

Being able to offer the services requires that the Contract be completed by CHA and the network vendor. Additionally, the FCC must accept this Contract and other documents and provide a funding commitment letter (and FCL) to allow the NCTN-PH to use approximately \$6,000,000 in discounts to partially pay for network services for eligible sites and uses. This subscription agreement is contingent on CHA obtaining this FCL. If the FCL is not provided in a timely way, the subscription agreement may be terminated by CHA.

The amount of the RHCPP discount available to each site depends partially on how many sites subscribe to the NCTN-PH. The Service Offering Attachment includes a minimum discount. The amount of discount available to each site will be increased, unless all sites subscribe, once the site count is known – in the first 120 days after the signing of the Contract.

Therefore, the subscriber agrees to pay the portion of the price for services that are not paid by the RHCPP as detailed in the Service Offering Attachment. Further, the subscriber agrees to pay a subscription fee as noted in the Service Offering Attachment for the term of this subscription agreement. The subscription fee is to defer the costs of program management including invoicing, reporting, audits, and other activities in support of the NCTN-PH.

In order to accommodate cash flow needs, the subscriber shall pay 1) An initial payment equal to the installation fee and 3 months of service fees and subscription fees 2) a monthly service fee and subscription fee starting in the second month of service and each subsequent month until all fees due for the term of the subscription have been paid.

3) Subscription Term and Termination

The subscription agreement shall begin on the signing date and continue until three years after network service is first accepted in writing by the subscriber. Payment for services under this subscription agreement begins only when network service is accepted by the subscriber in writing.

The subscription agreement may be terminated by the subscriber prior to the three year service point only in one or more of the following circumstances:

- 1) The service type is not offered to the subscriber at or below the maximum specified price within 120 days after the subscription agreement begins.
- 2) The subscriber terminates the subscription agreement due to unavailability of funds. The termination notice must be provided in writing to CHA with at least three months notice before the requested termination date.
- 3) The site of service ceases to be one used for eligible purposes by the subscriber and the subscriber does not wish to move the site of service to a new location.

In the case of a move of network service to a new site engaged in eligible use the subscription agreement will be amended so that the subscriber will continue to receive the same amount of discount funding at the new site, up to the 85% maximum allowed under RHCPP. The subscriber shall be responsible for the costs of moving the service and any higher or lower portion of the cost not paid for by the RHCPP discounts. FCC approval may be required to allow for RHCPP discount usage at the new site. CHA is not obliged to continue the discounts at the new site if FCC approval is not forthcoming in a timely way.

The subscription agreement may be terminated by CHA prior to the three year service point in only any of the following circumstances:

- 1) Funds for the service and the subscription fee are not received in a timely way from the subscriber.
- 2) The Contract between CHA and the network vendor is terminated for any reason.
- 3) The RHCPP fails to provide the amount of planned discount funds for the site to the vendor in a timely way.
- 4) CHA finds that the subscriber has breached the Agreement.

In each case, CHA will notify the subscriber, in writing, of the subscription termination with at least 30 days notice.

4) NCTN-PH Operations Process

The subscriber agrees to appoint two persons to be contacts for the purposes of routine inquiries, training, and tasks associated with establishing and operating the network service at each site. Subscribers with multiple sites may use the same appointees for more than one site. If and when an appointee becomes unable to perform his/her duties, the subscriber shall appoint a replacement. At least one appointee will be designated as the "site manager" and thus may make decisions reserved for the site manager in the Contract for services with the network provider.

The NCTN-PH shall use the "help desk" function of the vendor providing NCTN-PH services as the contact point for network operations. The subscriber agrees to use this function to resolve operational issues with the services.

The subscriber agrees to provide to CHA an annual report of NCTN-PH experience by completing a survey to gather information for the report and participating in any follow-up discussions needed for clarification. The combined report may be made public.

Approximately 18 months into the term of the subscription agreement, the subscriber agrees to participate in transition planning with CHA to determine if and how network service will be continued after the end of the subscription agreement term. This planning exercise may result in a continuation of the subscription agreement with amendments.

CHA, the RHCPP, or other entities may require that the NCTN-PH participate in audits or surveys of various types. The subscriber agrees to participate in these audits and surveys as needed. The subscriber's obligation to participate in audits continues after the termination of this Agreement.

5) Additions of service

A subscriber may ask for additional services from the vendor that are not covered by the Contract between CHA and the vendor. Agreements for such services are not disallowed by this Agreement and are not part of this Agreement.

Subscribers may determine that they wish to upgrade network services provided under this subscription agreement. The Contract between CHA and the vendor supports some methods for doing this. Such upgrades are at the subscriber's expense. Subscribers must contact CHA in writing to make this request.

Subscriber and CHA acknowledge that the services offered under this Agreement do not support network equipment or services internal to a subscribed site or hub. These internal networking services/equipment are the responsibility of the subscriber to provide.

6) Assignment

This Agreement shall inure to the benefit of and be binding on the parties, and their successors, assigns and legal representatives, but nothing contained in this section shall be construed to permit an assignment or other transfer except as specifically provided herein.

In order to create a more robust and sustainable NCTN-PH, CHA anticipates transferring its obligations and rights under this subscription agreement to another party. The subscriber agrees that CHA may transfer its obligations and rights under this Agreement to another party in consultation, with the FCC (during the life of the RHCPP), the NC Association of Local Health Directors, and the NC Association of Free Clinics.

7) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to principles of conflicts of law.

8) Notices: All notices required or permitted by this Agreement shall be in writing and delivered by hand, courier, overnight delivery service with record of receipt or registered or

certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following addresses:

(a) If to CHA: Cabarrus Health Alliance, 1307 S Cannon Blvd, Kannapolis NC 28083-6232

Attention: Dr. William F. Pilkington, Director

(b) If for subscriber, See Address for Notices in the signature page.

- 9) Severability: Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall remain in full force and effect to the greatest extent permitted by law.
- 10) Amendment and Modification: This Agreement may be amended, changed or modified only by an instrument in writing signed by duly authorized representatives of the Parties hereto.
- 11) Entire Agreement: This Agreement contains all of the agreements of the parties concerning the subject matter herein, and supersedes any and all prior agreements made or executed by or on behalf of the parties hereto regarding such subject matter.
- 12) Good Faith Efforts and Fitness for Purpose: CHA makes no claim that the services provided under this subscription agreement are fit or appropriate for any particular purpose. Subscriber agrees that CHA's role in providing the services is limited to making good faith efforts to assure that the network vendor is providing services as per CHA's agreement with the network vendor.
- 13) Pre-audit certification: If the subscriber is a public agency in NC, the subscriber will provide a pre-audit certification as part of the subscription agreement.
- 14) Disputes.
 - a) Obligation of Good Faith: Before either Party initiates any formal action against the other relating to a dispute or claim under this Agreement, the Parties agree to work in good faith to resolve between them all disputes and claims arising out of or relating to this Agreement, the Parties' performance under it, or its breach. To this end, either Party may request, after informal discussions have failed to resolve a dispute or claim that each Party designate an officer or other management employee with authority to bind the Party to meet in good faith and attempt to resolve the dispute or claim. During their discussions, each Party will honor the other's reasonable requests for information which is not privileged and which relates to the dispute or claim.

b) Informal Dispute Resolution: Prior to initiating the formal dispute resolution process, the principle executive officers of the Parties will schedule a meeting to be held within thirty (30) days of the management representative meeting described in Section 9.1, above. Prior to the meeting each principal officer shall review and educate himself or herself about the circumstances and details of the dispute. At the meeting, the principal officer shall work in good faith to resolve the claim, frankly speaking with each other about the respective positions of the parties, as well as other relevant issues, including, without limitation, the seriousness of the claim, the amount and likelihood of potential recovery, the time, attention and cost required by the parties to undertake formal dispute resolution and possible alternative compromises, arrangements or relationship restructuring may be available to resolve the dispute.

c) Formal Dispute Resolution: If any dispute arising out of or relating to this Agreement that is not resolved by the parties results in a formal legal action or claim, then the Parties agree they will petition the court, within sixty (60) days of the service of process on the non-instituting Party, to order the Parties to mediation under an alternate dispute resolution program or procedure as may have been adopted or approved by the court. The parties agree that their participation in a mediation and the entire mediation proceeding, including but not limited to all statements, discussions, conducts, rulings, findings or determinations in that mediation proceeding will be confidential, will constitute settlement negotiations under Rule 408 of the Federal Rules of Evidence.

15) Taxes: All foreign, federal, state and local taxes, and all duties and government fees, whether stated in the Agreement or not, shall be the obligation of subscriber.

Cabarrus Health Alliance

Subscriber

Approved By: _____
(Signature)

Approved By: _____
(Signature)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for notices to Subscriber:

**Pre-audit Certification
By Subscriber**

Signature: _____

Name: _____

Title: _____

Date: _____

Service Offering Attachment

This Service Offering Attachment (SOA) is part of the subscription agreement (Agreement). The SOA presents a set of choices for the subscriber to make about NCTN-PH services to be provided by CHA and paid for by the subscriber under this Agreement. The subscriber must complete this Service Offering Attachment as part of becoming an NCTN-PH subscriber. Complete the data items and selections below as per the instructions.

Offer Date: 07/01/2010

This Service Offering (SO) is made on the Offer Date above. The Subscriber has 30 days from the Offer Date to take one of the following actions:

- 1. Complete the SOA as instructed below and return the SOA and encompassing Subscription Agreement with appropriate signatures to:
NC Rural Economic Development Center
Attn: Richard Kelly
4021 Carya Dr, Raleigh NC 27610
and via email to nctn@e-nc.org**

-OR-

- 2. Notify e-NC via email (nctn@e-nc.org) that the subscriber will require more than 30 days but no more than 60 days past the Offer Date to consider the Agreement, including SOA. This notification will not be considered to be provided unless the subscriber receives a reply via email confirming that the period to accept the offer has been extended.**

If the subscriber takes neither one of the actions above within 30 days of the Offer Date, the offer is null and void.

The Eligible Site Table below shows information about the one NCTN-PH registered site for the subscriber including: an offered service type, maximum costs, and any offered RHCPP discount:

Eligible Site Table (EST)

<u>NCTN-PH Site#</u>	<u>17235-00-0114</u>
<u>Site Name</u>	<u>Union County Health Department</u>
<u>Site Address</u>	<u>1224 W ROOSEVELT BLVD</u>
<u>City</u>	<u>Monroe</u>
<u>State</u>	<u>NC</u>
<u>Zip</u>	<u>28110</u>
<u>Service Type-*</u>	<u>Service Type 1, Service Type 3</u>
<u>Administration Fee/mo</u>	<u>\$50.00</u>
<u>RHCPP Discount %- *</u>	<u>85%</u>
<u>Max/mo Broadband Service Fee</u>	<u>\$269.12</u>
<u>Max Install Fee</u>	<u>\$75.00</u>
<u>Total Max/mo Subscriber Fee</u>	<u>\$319.12</u>
<u>Direct Accept: Subscriber Accepts Service at this site (Yes or No)</u>	
<u>Substitution Service Accept: Subscriber Accepts Service at the listed hub site in lieu of this site (Yes or blank)</u>	

*- See NCTN-PH Service Type Descriptions below.

*- The “RHCPP Discount%” is the percentage of RHCPP discount that was applied to calculate the “Max/mo Broadband Service Fee” and the “Max Install Fee”

*- The Total Max/mo Subscription Fee is the sum of the “Max/mo Broadband Service Fee” and the Administration Fee/mo and is the amount that the subscriber would pay on a monthly basis for the NCTN-PH services at the site.

*- The Max Install Fee is a one-time charge to the subscriber for installing the NCTN-PH service at the site.

Hub/Data Center Services: {This section will appear only for LHDs}

The subscriber may choose to have services listed for the site in the EST connected instead at a hub/data center site that is itself connected to the site in the EST.

Check whichever option applies to you as a subscriber:

1) I won’t use a hub/data center in making an NCTN-PH connection

2) I am not sure whether I want to use a hub/data center in making my NCTN-PH connection. I want a consult from the network vendor to help determine this. The consult will result in an amended Agreement that chooses option 1 or 3.

3) I agree to have services listed for the site in the EST connected instead at a hub/data center site that is itself connected to the site in the EST.

If subscriber chose option 3 above,

1) You must type/write in “Yes” in the “Substitution Service Accept” row of column that lists the site in the EST Site(s). This EST-listed site is called the “Substituted Site”. The maximum fees and svc type for this hub/data center service shall be those that are listed in the EST for the Substituted Site.

Subscriber agrees that by doing so the subscriber is accepting service at the hub site (detailed below) and is agreeing to payment of the one-time “Max install fee” and the “Total Max/mo Subscription Fee” monthly for the duration of the Agreement along with the other subscriber obligations stated throughout the Agreement provided that the service of the type noted in the EST for the site is installed by CHA, through its network vendor, within the time frame described here.

If the Substitute Site is provided an RHCPP Discount, the Hub/Data Center Site may require approval of the FCC under the RHCPP. If approval is not forthcoming in a timely way, CHA may not offer service at the Hub/Data Center site and may request the subscriber to amend its request for service.

2) You must provide information about the Hub/Data Center Site below:

Hub/Data Center Site location information:

I, as a subscriber, agree to have the NCTN-PH service listed in the EST for the Substituted Site provided at the following Hub/Data Center address:

Hub/DC Name:

Street Address:

City, State, ZIP:

Phone number (at the hub site):

Directly Connected Site Services

If the subscriber wishes to accept service at the site listed in the EST, the subscriber shall complete the EST entry the site by writing in “Yes” in the “Direct Accept” row for the site. By doing so, the subscriber is agreeing, to payment of the one-time “Max install fee” and the “Total Max/mo Subscription Fee” monthly for the duration of the Agreement along with the other subscriber obligations stated throughout the Agreement provided that the service is of the type noted in the EST for the site is installed by CHA, through its network vendor, within the time frame described here.

Services Summary

The subscriber shall only be provided services based on its selection in the EST as follows:

- at the site listed in the EST as Direct Accept= “Yes” and
- at the hub data center in lieu of the site marked “Yes” in the “Substitution Service Accept”

Subscriber agrees to pay the one-time install fees for these services and the monthly fees for the duration of the Agreement.

The subscriber must complete the following two statements:

Monthly Max Fee: Based on the EST, the Total Max/mo Subscriber Fee for the subscribed services is: _____ **The subscriber agrees that this amount may increase if a Fair Share Arrangement is needed as described below.**

One-time Fee: Based on the EST, the Max Install Fee(s) for the subscribed services is: _____ **The subscriber agrees that this amount may increase if a Fair Share Arrangement is needed as described below.**

Further, subscriber agrees to pre-pay an amount equal to three months of services (i.e. three times the Total Max/mo Subscriber Fee listed in the EST) at the time that subscriber formally accepts the service installation. This pre-payment will be applied to the last three months of service under this Agreement.

CHA expects to offer to install the selected services within 120 days of the signing of this Agreement by both parties. If CHA (through its network vendor) does not install services in this time frame, then the subscriber is not obliged to accept services or pay for services and CHA is not obliged to continue to offer or provide services under this Agreement. If, during the 120 day period, CHA notifies the subscriber that a specific amount of additional time is needed to install the service, the subscriber may allow for the needed additional time, in writing, or terminate this Agreement. If, during the 120 day period, the subscriber requests that an installation be delayed beyond the 120 day period, then CHA may choose to extend the installation period, in writing, as requested and may begin billing the subscriber for the services which the subscriber is obliged to pay, or may terminate the Agreement at its sole discretion. If the subscriber accepts the installation of services, in writing, within the normal or extended time frame noted above, then the subscriber is bound to its duties and rights under this Agreement and CHA is bound to its duties and rights under this agreement.

Fair Share Arrangement

If the subscriber uses an NCTN-PH service for which an RHCPP discount is offered (as indicated in the EST row “RHCPP Discount %”) partially for a purpose other than an eligible purpose under the RHCPP, then you must pay the full costs of such (partial) ineligible usage. Determining these costs must be accomplished by the subscriber proposing a “fair share” arrangement in writing (below) that is accepted by the RHCPP management (i.e. the FCC) and by CHA. Check the option below that applies to you as a subscriber:

___ 1) I, as a subscriber, shall not engage in any ineligible usage of NCTN-PH services (i.e. I don't need a fair share arrangement)

___ 2) I, as a subscriber, may wish to engage in some ineligible usage of NCTN-PH services and will cooperate in creating a fair share arrangement with CHA that is acceptable to me as a subscriber, to CHA and to the FCC under the RHCPP. If an acceptable arrangement cannot be created within 45 days of the signing of this Agreement, then I, as a subscriber, will either: 1) not accept the use of the offered RHCPP Discount and pay the discounted amounts or 2) not engage in ineligible use of the discounted service or 3) not accept the offered discounted services. This choice shall be documented in writing. If a "fair share" arrangement is agreed to, the subscriber agrees to enter into an amendment to this Agreement that will require the subscriber to 1) pay any additional portions of the fees that are not paid by the RHCPP Discount under the arrangement and 2) implement and monitor the fair share arrangement in cooperation with CHA.

If the subscriber picked option 2 above, complete the following information:

Description of Ineligible Use of the NCTN-PH Services:

Name, Phone, Email of person to contact about the fair share arrangement:

The subscriber must estimate the percentage of the bandwidth of the NCTN-PH service used for ineligible purposes averaged over a month (e.g. If the subscriber expects ineligible use of 2 megabits per second of a 10mbits per second service as averaged over a month (24 hours per day 7 days per week) then the estimated percentage of ineligible use would be 20%).

% of ineligible use: _____

Declining the Offer

The subscriber may wish to accept none of the offered services at any of the sites. If so, the subscriber must put an X in front of the entry below.

___ The subscriber declines to accept any of the offered services.

It is not necessary to sign the agreement to decline. Please, send the offer (with the above statement X'ed) back to nctn@e-nc.org via email as soon as feasible to allow us to provide any discounts that you are giving up to another subscriber who may want them as soon as feasible.

Second Round Potential

Depending on how many of the initial offers for NCTN-PH services are accepted, it is possible that there will be RHCPP discount funds available for site candidates that are not offered discounts in this first round of offers. If the subscriber has not been offered a discount at the site in the EST, then indicate whether you would be interested in receiving a discounted offer if discounts become available by print "yes" here:

Billing Contacts

If you have accepted service for any of the sites listed in the EST, provide two contacts that can respond to billing needs:

Primary contact (including for invoice delivery):

Name: _____

Address _____

City: _____, ST __ Zip _____

Phone _____ Fax _____

Email Address: _____

Backup contact:

Name: _____

Address _____

City: _____, ST __ Zip _____

Phone _____ Fax _____

Email Address: _____

Amendments to Service Offering Attachment

Any amendments to this service offering must be agreed to in writing by both the subscriber and by CHA.

Cabarrus Health Alliance

Subscriber

Approved By: _____
(Signature)

Approved By: _____
(Signature)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

1. NCTN-PH Service Type Descriptions

a) Service type 1 – for county-connected Public Health Sites (PHS)

Supported site Description

It is fairly common for county (local) public health agencies in NC to have network services be provided as part of a network acquired and supported by county government. The network typically has fixed lines for all county agencies to one central place in the county. Typically, there is a shared connection from this central location to the Internet. These network services are usually land-based facilities leased from a communication provider but in some cases the county may own these facilities. PHS's also receive county technical support in this arrangement. These sites are listed as requiring Service Type 1 services in the site database along with a location/contact for the county admin.

Connection

The NCTN connection from the PHS site to the county's central switch for a service type 1 site must be capable of sustained bidirectional throughput of at least ten (10) Mbps.

The connections from the central switch - to the key datacenters, to other NCTN sites, to the commercial Internet port, (and to Internet2/NLR if proposed) must be capable of sustained bidirectional throughput of 5 Mbps for each HCP site. The vendor may propose to accomplish this by either upgrading existing equipment and services or by adding equipment/services in support of only the HCP. The county IT administrator must agree to the offered configuration.

The connection at the NCTN site should be handed off to the PHS's LAN as 10/100/1000 Mbps copper Ethernet. The vendor must provide at least 256 static and publicly routable IP addresses to each Service type 1 site or include arrangements to route any existing county or PHS-owned IP addresses.

Hardware requirements

All hardware must have redundant and hot swappable power supplies (i.e., two (2) or more power supplies with the devices continuing to function at full capacity if one (1) power supply completely fails). All hardware must have non-blocking architecture that allows for full throughput of at least 1,000 Mbps.

Service Level Agreements

The vendor is responsible for maintaining the connection from the site to A) the Internet connection (and Internet2/NLR if proposed), B) the key datacenters, C) the county network, D) the other NCTN sites in a functional state, free of any interruption of service at least **99.99%** of the time, measured monthly, quarterly, and annually. The connection speeds of multiple connections, if any, may be combined to reach the required connection capacity stated above.

The vendor is responsible for responding to any interruption of service within four (4) hours, 13x5 (8 a.m. to 9 p.m. local time, five days a week, Monday through Friday) and within eight (8) hours, 8x5 (8 a.m. to 9 p.m. local time, Monday through Friday, excluding Federal holidays) for all other issues. Once on site or actively working on the issue, the vendor must work continuously through resolution of the service issue. The vendor is responsible for maintaining a Mean Time to Repair of four (4) hours, to be measured monthly, quarterly, and annually.

All connections must be registered and remain registered for the duration of the Contract with the Telecommunications Service Priority (TSP) program; if not a transport circuit regulated by the FCC then vendor must provide the equal service for priority restoration of service.

b) Service type 2 – for PHSs operating as a Multi-County Health group

Supported site description

Some counties in NC have combined public health operations into multi-county public health groups. These groups provide network facilities, ISP services, and technical support on the group administrated network. These networks are usually land-based facilities; designed in a star configuration (WAN) with one PHS acting as the central point of access. The vendor will support both the WAN, network facilities, and ISP services. In addition to the PHS having the capability to directly communicate with other consortium members in a cost sharing arrangement; they also receive valuable technical support thru the group. These sites are listed as requiring a Service Type 2 in the site list along with location/contact for the location/person currently acting as the network administrator.

Connection

For service type 2, the connection from each HCP site to the central switch must be capable of sustained bidirectional throughput of at least ten (10) Mbps.

The connections from the central switch (or a vendor-supplied switch connected to the central switch) -- to the key datacenters, to other NCTN sites, to the commercial Internet port, (and to Internet2/NLR if proposed.) must be capable of sustained bidirectional throughput of 5 Mbps for each HCP site (e.g. if a service type 2 configuration has four sites then the bandwidth from the central switch to these other nodes would equal 20 Mbps).

The connection at the site should be handed off to the HCP's network as 10/100/1000 Mbps copper Ethernet. In most cases the Service type 2 network will have one centralized core location with circuits connected (WAN) to the individual PHC sites which they serve. These 10 Mbps WAN circuits must be included in the design and cost elements. The vendor must provide at least 128 static and publicly routable IP addresses to each Service Type 2 site or include arrangements to route any existing HCP-owned IP addresses.

Hardware requirements

All hardware must have redundant and hot swappable power supplies (i.e., two (2) or more power supplies with the devices continuing to function at full capacity if one (1) power supply completely fails). All hardware must have non-blocking architecture that allows for full throughput of at least 100 Mbps.

Service Level Agreements

The vendor is responsible for maintaining the connection in an up and reliable state, free of any interruption of service at least **99.99%** of the time, measured monthly, quarterly, and

annually. The connection speeds of multiple connections, if any, may be combined to reach the required connection capacity stated above.

The vendor is responsible for responding to any interruption of service within four (4) hours, 13x5x365 (8 a.m. to 9 p.m. local time, five days a week, Monday through Friday) and within eight (8) hours, 8x5 (8 a.m. to 9 p.m. local time, Monday through Friday, excluding Federal holidays) for all other issues. Once on site or actively working on the issue, the vendor must work continuously through resolution of the service issue. The vendor is responsible for maintaining a Mean Time to Repair of four (4) hours, to be measured monthly, quarterly, and annually.

All connections must be registered and remain registered for the duration of the Contract with the Telecommunications Service Priority (TSP) program; if not a transport circuit regulated by the FCC then vendor must provide the equal service for restorable of service.

c) Service type 3 –for First Responder sites

Supported site Description

Most PHS sites and some free clinics operate as “First Responder” sites during a community disaster. They are required to continue complete operations in the immediate aftermath of a disaster and even during a disaster if feasible. The sites would generally have back-up power resources, facilities capable of withstanding certain disasters. The disasters envisioned must include hurricanes, ice storms, tornados, floods, forest fires and epidemics. For epidemics, consideration must be given to continuing network operations despite the loss of network support personnel (e.g. redundant trained personnel). The service type 3 designation is one that is given to sites that also have other service type designations (e.g. a typical PHS site would have a service type 3 and 1 or 2). The intention of adding service type 3 to these sites is specify that their network connections must continue to operate under these disaster conditions.

Connection

The connection between the First Responder site and the core switches for the NCTN must be capable of sustained bidirectional throughput in a disaster that is required based on the site’s other service type designations (e.g. 10 Mbps for service type 1). The routing and addressing requirements for a First Responder sites are also inherited from it others service type designations.

Site connectivity physical redundancy should be proposed where the site’s location and circumstances provide the capability of effectively providing redundant entry points to the facility, diverse routes to the site, and the appropriate network hardware needed to manage the redundant transmission facilities. The facilities must have high probability of remaining in operation during and after various community disasters including hurricanes, ice storms, tornados, floods, and epidemics. The vendor may propose using different technologies for each redundant connection (e.g. satellite for one connection and a wired solution for the redundant connection). The vendor must document the way in which this “hardening” requirement is met when offering the service to the site and the NCTN Administrator. Note that non-terrestrial services (e.g. satellite) may be proposed to support the hardening needed for First Responder sites.

Service Level Agreements

The vendor is responsible for maintaining the connection in an up and reliable state, free of any interruption of service at least **99.999%** of the time, measured monthly, quarterly, and annually. The SLA will include specific language about operational support during and after a disaster.

The vendor is responsible for responding to any interruption of service within four (4) hours, 13x5 (8 a.m. to 9 p.m. local time, five days a week, Monday through Friday) and within eight (8)

hours, 8x5 (8 a.m. to 9 p.m. local time, Monday through Friday, excluding Federal holidays) for all other issues. Once on site or actively working on the issue, the vendor must work continuously through resolution of the service issue. The vendor is responsible for maintaining a Mean Time to Repair of four (4) hours, to be measured monthly, quarterly, and annually.

All connections must be registered and remain registered for the duration of the Contract with the Telecommunications Service Priority (TSP) program; if not a transport circuit regulated by the FCC then vendor must provide the equal service for restorable of service.

d) Service type 4 – Individual PHS's

Supported site Description

Many individual PHS site(s) have and seek broadband services that are not connected to other private networks (e.g. not directly connected to the county network) Service type 4 is meant to support these PHS types.

Connection

The connection between the PHS site and the core switches for the NCTN must be capable of sustained bidirectional throughput of at least ten (10) Mbps. The connection should be handed off to the HCP's network as 10/100/1000 Mbps copper Ethernet. The vendor must provide at least sixteen (16) static and publicly routable IP addresses to each Service type 4 site or include arrangements to route any existing HCP-owned IP addresses.

Hardware requirements

All hardware must have non-blocking architecture that allows for full throughput of at least 100 Mbps.

Service Level Agreements

The vendor is responsible for maintaining the connection in an up and reliable state, free of any interruption of service at least **99.99%** of the time, measured monthly, quarterly, and annually.

The vendor is responsible for responding to any interruption of service within four (4) hours, 13x5 (8 a.m. to 9 p.m. local time, five days a week, Monday through Friday) and within eight (8) hours, 8x5 (8 a.m. to 9 p.m. local time, Monday through Friday, excluding Federal holidays) for all other issues. Once on site or actively working on the issue, the vendor must work continuously through resolution of the service issue. The vendor is responsible for maintaining a Mean Time to Repair of four (4) hours, to be measured monthly, quarterly, and annually.

All connections must be registered and remain registered for the duration of the Contract with the Telecommunications Service Priority (TSP) program; if not a transport circuit regulated by the FCC then vendor must provide the equal service for restorable of service.

e) Service type 5 – Individual FCs (Free clinics)

Supported site Description

A Free Clinic is a private, nonprofit, community-based organization that provides medical care at little or no charge to low-income, uninsured and underinsured persons through the use of volunteer health care professionals and partnerships with other health providers. No two Free Clinics are alike. They are custom-designed by communities to meet identified health care needs using the community's unique health care assets and resources. Free Clinics are governed by volunteer Boards of Directors representing a broad cross-section of the community. Free Clinics are private, nonprofit organizations supported primarily by cash and in-kind contributions from the private sector. Most free clinics have and seek broadband connections that are not attached to other existing private networks. Service type 5 is the service designed to support these sites.

Connection

The connection between the FC site and the core switches for the NCTN must be capable of sustained bidirectional throughput of at least five (5) Mbps. The connection should be handed off to the HCP's network as 10/100/1000 Mbps. The vendor must provide at least sixteen (16) static and publicly routable IP addresses to each Service type 5 site or include arrangements to route any existing HCP-owned IP addresses.

Hardware requirements

All hardware must have non-blocking architecture that allows for full throughput of at least 10 Mbps.

Service Level Agreements

The vendor is responsible for maintaining the connection in an up and reliable state, free of any interruption of service at least **99.99%** of the time, measured monthly, quarterly, and annually.

The vendor is responsible for responding to any interruption of service within four (4) hours, 13x5x365 (8 a.m. to 9 p.m. local time, five days a week, Monday through Friday) and within eight (8) hours, 8x5 (8 a.m. to 9 p.m. local time, Monday through Friday, excluding Federal holidays) for all other issues. Once on site or actively working on the issue, the vendor must work continuously through resolution of the service issue. The vendor is responsible for maintaining a Mean Time to Repair of four (4) hours, to be measured monthly, quarterly, and annually.

All connections must be registered and remain registered for the duration of the Contract with the Telecommunications Service Priority (TSP) program; if not a transport circuit regulated by the FCC then vendor must provide the equal service for restorable of service.

Acceptable Use Policy (AUP)

Subscriber Initials indicating that subscriber has read the AUP : _____

Subscriber agrees to the following acceptable use policy:

1. Subscriber and any person to whom Subscriber grants access to Subscribers' facilities or services (referred to collectively as "User(s)") shall avoid unnecessary network traffic and interference with other Users.
 - a. Subscriber and its Users shall not use the Service for any unlawful purpose. Without limiting the foregoing, Subscriber shall not permit Users to use the Services in violation of laws relating to copyright, trademark or libel/slander.
 - b. Subscriber or Subscriber's Users shall not use the Service to transmit "unsolicited advertising." For the purpose of this Policy, "unsolicited advertising" includes any transmission that describes goods or services and that is initiated by a vendor, provider, retailer, reseller, distributor or manufacturer of the described goods or services, or by a third party retained by, affiliated with, or related to the vendor, provider, retailer, reseller, distributor or manufacturer, or that meets the definition of any federal or relevant state law concerning unsolicited advertising sometimes referred to as "SPAM." This prohibition does not include either (i) discussions of a product or service's relative advantages and disadvantages by users of those products or services, provided User is not the vendor, provider, retailer, reseller, distributor or manufacturer, or related to or affiliated with the vendor, provider, retailer, reseller, distributor or manufacturer), (ii) responses to questions, provided responses are direct replies to inquires received via electronic mail, (iii) mailings to individuals or entities on a mailing list, provided the User voluntarily placed his/her or its name on the mailing list, or (iv) exceptions recognized by federal or state law.
 - c. Subscriber or Subscriber's Users shall not use the Service to transmit any mass mailings that could reasonably be expected to result in unsolicited advertising or network spamming.
 - d. Neither Subscriber nor Subscriber's Users shall use the Services to stalk others; or post, transmit, or originate any unlawful, threatening, abusive, fraudulent, hateful, defamatory, obscene, or pornographic communication; or any communication where the message, or its transmission or distribution, would constitute or propose that another person commit a criminal offense, would give rise to civil liability, or would otherwise violate any local, state, national, or international law.

- e. Subscriber or Subscriber's Users shall not access or attempt to gain access to any other User's or non-User's account or to any nonpublic or restricted portions of the network vendor's networks. Nor shall Subscriber or Subscriber's Users intercept or attempt to intercept data transmissions of any kind.
 - f. Use of the Services for commercial activity of any kind by Subscriber or Subscriber's Users is strictly forbidden. If Subscriber or Subscriber's Users desire to engage in commercial activity using the Services, Subscriber must enter into a separate agreement and pay for a separate commercial service arrangement with network vendor. "Commercial activity" for the purpose of this Agreement is defined as any profit-oriented activity.
2. Subscriber acknowledges and agrees that CHA and network vendor have broad authority to interpret and apply this AUP. CHA or network vendor may modify or amend the AUP at any time. CHA and network vendor shall provide notice of any such modifications or amendments by U.S. Mail, facsimile, email, or by posting a new policy on the network vendor's websites. Subscriber shall review regularly notices posted on-line. In the case of U.S. Mail, the modified AUP is effective three business days after mailing, for facsimile and emails, the modified AUP is effective as of the date sent, and when CHA or network vendor posts a modified AUP it is effective upon posting. In all cases, the modified AUP is effective regardless of whether Subscriber actually reads such notice.
 3. Upon receipt of notification that Subscriber or an identified User has violated either the AUP as set out in this document or the AUP incorporated into this Agreement under Paragraph 5, Subscriber shall immediately terminate the offending User's internet access and shall provide CHA with written verification, through letter sent via US Mail, facsimile, or electronic mail, of such termination. If Subscriber does not suspend internet access for the User or the offending User violates the AUP again, CHA, or network vendor may suspend Subscriber's service with 24 hours notice. If Subscriber or its Users violate the AUP four times within a thirty day period, CHA, or network vendor may suspend Subscriber's service with 24 hours notice. Notice to Subscriber may be written or oral, with facsimiles and electronic mail qualifying as written notice. Any actual notice, through whatever means, constitutes notice to Subscriber.
 4. Any violation of either this AUP or an AUP incorporated by reference as set out in paragraph 5 that allows the suspension of Subscriber's services entitles CHA to terminate the NCTN Subscription Agreement ("Agreement") and subjects Subscriber to an early termination liability equal to the amount of monthly charges remaining on the term of the Agreement. Subscriber will indemnify network vendor and CHA against any liabilities incurred by them as a result of any breach of the Subscription Agreement or the AUP.

5. This AUP fully incorporates, by reference, all AUP and Network Policies of all network service providers whose services are incorporated into the NCTN- including Internet service providers. CHA and network vendor reserve the right to amend or modify these AUPs at any time. CHA and network vendor also reserve the right to change or add providers at any time. Subscriber can find a list of providers on the network vendor's website.

6. Subscriber and its Users are solely responsible for maintaining the confidentiality and integrity of any information transmitted on the NCTN-PH including, but not limited to, providing protections to meet regulatory requirements to protect data.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 7/28
(Central Admin. use only)

SUBJECT: PRI Renewal

DEPARTMENT: Information Systems

PUBLIC HEARING: No

ATTACHMENT(S):

Voice Service Order Form
Copy of Existing Terms and
Conditions
Local Area Calling Map

INFORMATION CONTACT:

Carl Lucas (clucas@co.union.nc.us)

TELEPHONE NUMBERS:

704-292-2520

DEPARTMENT'S RECOMMENDED ACTION: Approve

BACKGROUND: Union County entered into an agreement with Time Warner Telecom, August 22, 2005 to provide four PRIs (Primary Rate Interface). A PRI is used for carrying multiple voice and data transmissions between two physical locations. Each PRI provides for 24 voice calls, so with four PRIs, the County can have 96 simultaneous voice calls. The PRIs are connected to the Countys phone switch located on the third floor of the Government Center. These PRIs provide for centralized dial-tone for the Government Center, Historic Post Office, Historic Court House, a portion of the Judicial Center, Transportation and Nutrition, Garage and the Sheriffs Office.

The present monthly charge (excluding tax) is \$2,305.00 for the PRIs under the old agreement. This includes 2,000 minutes of free long distance per month. The present long distance rates are \$0.057 for Intrastate (any long distance calls within North Carolina) and \$0.033 for Interstate (calls to another state). Under the renewal agreement, Union County will receive 20,000 free minutes of long distance per month. The County has been averaging between 14,000 and 15,000 minutes of long distance per month. The new long distance rates will now be \$0.046 for Interstate (long distance calls within North Carolina) and \$0.028 for Interstate (calls to another state). These rates would not kick in until Union County used up their 20,000 minutes of free long distance for the month.

Since the PRI circuits are already installed, this will amount to a billing change on the part of Time Warner Telecom.

FINANCIAL IMPACT: Monthly cost for the PRIs will go down from \$2,305.00 per month to \$1,927.85 per month. Long distance charges have been averaging around \$750.00 per month will be eliminated because of the 20,000 free minutes of long distance per month.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Voice Service Order Form



Contract Classification
RENEWAL

- Master Services Agreement on File
 TWTC Standard Terms and Conditions on File

Date of Original on File:	0/0/00
Date of Original on File:	11/13/09

This Service Order is entered into by **tw telecom holdings inc.** by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder (collectively "TWTC") and **Union County** ("Customer"). It is effective upon execution by both Parties ("Effective Date").

The voice services described herein are governed by TWTC's applicable tariff or price list on file with the state public utilities commission or similar regulatory body (or, in the states of Oregon, Kentucky, Washington, North Carolina, Ohio and Indiana, they are governed by TWTC's Standard Terms and Conditions or Master Services Agreement executed by Customer, and in Ohio by TWTC's service catalog posted at www.twtelecom.com).

Federal Subscriber Line Charges ("FSLC") will be assessed for VersiPak, ISDN PRIs, Digital and Analog Trunks, Complete Lines and Business Line services not a part of an integrated package. FSLC is not assessed for Voice T1, IP Trunks, Channel 12, Complete Dynamic or VersiPak bundles. Updated FSLC rates are posted to the TWTC web site at www.twtelecom.com and are subject to change.

Customer may not use the services to provide voice content related services including, without limitation, chat lines. If Customer breaches this provision, TWTC may immediately terminate or suspend the services ordered hereunder and collect any applicable termination charges. Customer agrees to notify TWTC immediately if it breaches this provision. Customer is solely liable for and will indemnify, defend and hold TWTC harmless from all claims, demands, costs, damages, losses, liabilities and expenses of any nature arising from such breach, plus any costs and attorneys' fees incurred by TWTC in enforcing this provision.

Customer may not use the voice services as a substitute for carrier interconnection or switched access services and must immediately notify TWTC if it does so. If Customer is using service to support prepaid calling card calls, Customer acknowledges that any use of service for the transport of originating or terminating pre paid calling card traffic is subject to the requirements outlined in the order contained in FCC 06-79 (June 30, 2006). Customer agrees to remit any intrastate or interstate access charges directly to the appropriate carrier. TWTC may disconnect services if the violation is not cured within 10 days following written notice. Customer must indemnify, defend and hold TWTC harmless from all claims, demands, damages and expenses arising from or related to Customer's breach of this provision.

TWTC's voice services are not designed for and do not accommodate the needs of resellers or other service providers who assign telephone numbers and services to non-affiliated end users. Unless special arrangement are agreed to in writing, TWTC does not support Customer's non-affiliated end users' ancillary services including, but not limited to, support for E911 addressing, local number portability, calling name delivery, end user billing, and directory listings.

Services provided herein are not designed for, but may be capable of being used by Customers with, remote metering, supervisory control and alarm signaling. To the extent Customer uses services to facilitate remote metering, supervisory control and alarm signaling purposes, Customer is solely responsible for ensuring compatibility. Customer agrees that TWTC has no responsibility or liability for Customer's use of the Services for remote metering, supervisory control and/or alarm signaling.

Access to Emergency Services: Customer acknowledges and understands that in the event 911 is dialed all voice services are configured to provide only the Customer's Billing Telephone Number ("BTN") and the physical service address for the BTN to emergency response organizations (911/E911 or Public Safety Answering Point "PSAP"). Calls to 911 that originate on Intercity Switched Service ("ISS") and Local Reach Service will be completely blocked. Calls to 911 that originate on Expanded Exchange Service ("EES"), or from locations other than the Customer's physical service address associated with the BTN, will not be directed to a PSAP capable of responding to the emergency condition. Additionally, TWTC cannot identify, control or track the location of individual end-user stations, or the method of connecting end-user stations configured by Customer. Neither TWTC nor its affiliates are responsible for providing end user location information to the E911 system. If Customer uses any form of private switch/automatic location identification ("PS/ALI") capability to identify individual stations from which E911 calls originate, Customer must first arrange in writing with TWTC to obtain a special E911 feature or else emergency authorities will not be able to identify individual station locations. TWTC has no liability or responsibility whatsoever for inaccuracies in the 911 database associated with Customer-provided information, and in no event will TWTC be liable for Customer's inability to access emergency services, unless such inability was caused by the gross negligence or willful misconduct of TWTC.

In the event Customer terminates Services ordered hereunder prior to the end of the term, for any reason other than TWTC's failure to perform a material term or condition that continues beyond a reasonable cure period after written notice, Customer must promptly pay to TWTC 100% of the monthly recurring charges for the remaining term and, in the case of early termination of Services which are billed on a usage basis, Customer must pay to TWTC an amount equal to the average monthly usage charges billed for the terminated Services during all previous months since the Service was successfully installed and available for Customer's use ("Service Date"), multiplied by the number of months remaining in the Service term.

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Agreement.

Customer Name: Union County	
Service Address: 500 N Main Street,	Billing Address: 500 N Main Street
Monroe, NC 28112-4774	Monroe, NC 28112-4774
Term: 36 Months	

Grand Total (Detailed Price Description Below)	Monthly Recurring Charges "MRC"	\$1,927.85	Non-Recurring Charges "NRC"	\$0.00
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Additional charges may be assessed if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

tw telecom holdings inc.	Customer: Union County
Signature: _____	Signature: _____
Print Name: <u>Travis Noble</u>	Print Name: _____
Title: <u>VP/GM</u>	Title: _____
Date: _____	Date: _____
Sales Person: <u>Steve Eanes</u>	

Special Provisions for Individual Telephone Number (ITN's): Excluding Services provided in Texas and Hawaii, each ITN requested by Customer hereunder, either at the time of this Service Order or thereafter, will be charged a \$0.15 MRC and a \$0.35 NRC. ITN rates for Services provided in Hawaii and Texas are specified in TWTC's applicable tariffs.

VOICE SERVICES: VOICE T1		Unit Price	Quantity	Monthly Total	Unit Install	Total Install
Voice T1 - 2Way (PRI)	Flat	\$425.00	4	\$1,700.00	\$0.00	\$0.00
<Select Service>	<Select Usage Type>					
<Select Service>	<Select Usage Type>					
<Select Service>	<Select Usage Type>					
Voice T1 Feature	Outbound Lata Calling	\$0.00	4	\$0.00	\$0.00	\$0.00
Voice T1 Feature	Please describe					
Voice T1 Feature	Please describe					

VOICE SERVICES: INDIVIDUAL TELEPHONE NUMBERS (ITN's)		Unit Price	Quantity	Monthly Total	Unit Install	Total Install
Individual Telephone Number (ITN)		\$1,519.00	0.15	\$227.85	\$0.00	\$0.00
ITN - 100 numbers or less (HI)						
ITN - greater than 100 (HI)						

USAGE: LOCAL AND INTRALATA TOLL:						
Message		\$	per call			
Measured		\$	per second initial period,	\$	per each additional second period	
Zone 1&2		\$	per second initial period,	\$	per each additional second period	
Zone 3		\$	per second initial period,	\$	per each additional second period	
IntraLATA Toll			Unlimited Outbound LataWide Calling			
Other:	Please Describe	\$	per second initial period,	\$	per each additional second period	
Other:	Please Describe	\$	per second initial period,	\$	per each additional second period	

LONG DISTANCE SERVICES: FLEX CALL	Total Estimated Volume	Package Minutes of Usage (MOU)	IntraState - Rate Per Minute (RPM)	InterState - Rate Per Minute (RPM)	Unit Install	Total Install
Flex Call (Free Minutes):	0-10k	20,000				
FlexCall 1+			\$0.0460	\$0.0280		

By contracting for Long Distance Product(s), including without limitation minutes incorporated into bundled or integrated packages, Customer acknowledges that Customer has selected TWTC as the IntraLATA and InterLATA Long Distance toll provider.

International Blocking Option: Customer accepts international toll blocking option - Customer Representative Initials: _____

For additional information regarding international toll blocking and international/offshore pricing (including Alaska, Hawaii, Puerto Rico, US Virgin Islands and Guam) for TWTC long distance services, please refer to the appropriate TWTC interstate or international Terms and Conditions/Price List documents available at www.twtelecom.com.

VOICE SERVICES TOTAL			\$1,927.85		\$0.00
LONG DISTANCE SERVICES TOTAL			\$0.00		\$0.00
TOTAL MONTHLY RECURRING AND NON-RECURRING CHARGES			\$1,927.85		\$0.00

tw telecom STANDARD TERMS AND CONDITIONS

This Agreement is by and between tw telecom holdings inc., a Delaware corporation, by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder, (collectively "TWTC" or "the Company") and Union County ("Customer"), a North Carolina governmental entity and is effective upon execution both by Customer and TWTC ("Effective Date"). Customer and TWTC may be referred to individually as a "Party" or collectively as the "Parties". TWTC will remain responsible for the performance of its subsidiaries under this Agreement, which own and operate the telecommunications facilities.

1. Service Orders: Customer may submit service orders to TWTC to purchase telecommunication and related services under this Agreement ("Service Orders"). The Service Orders describe the telecommunication and related services that are available for purchase ("Services"). When fully executed by both Parties, the Service Orders and these Standard Terms and Conditions form the final written agreement between the Parties ("Agreement"). The Agreement can only be amended or modified in a written document that is signed by both Parties. All Services are offered subject to availability, and TWTC has the right not to accept a Service Order submitted by Customer. If a Service Order has been accepted by TWTC, TWTC will provide Services for the term agreed to in such Service Order and renewal periods ("Service Term").

2. Term: The term ("Term") of this Agreement is 36 months commencing on the Effective Date. The Term will automatically renew for successive month to month periods unless terminated by either Party upon written notice given at least thirty days prior to expiration of the then existing Term. Upon expiration of a Service Term for a particular Service, the Service Term will automatically renew for successive month to month terms unless terminated by either Party upon written notice delivered in accordance with Section 20 below at least thirty days prior to expiration of the then existing Service Term. When the Term of this Agreement expires, existing Services continue in effect for the remainder of their respective Service Terms and will continue to be governed by this Agreement.

3. Cancellation, Modification or Expedite of Orders: "Cancellation", "Modification" and "Expedite Charges" referenced hereunder are posted to the TWTC Website (www.twtelecom.com) and are subject to modification by TWTC effective upon posting to the TWTC Website.

(a) **Cancellation.** Customer may cancel a Service Order(s) if the request is received in writing by TWTC prior to the planned installation date, and TWTC shall have the right to assess a Cancellation Charge (a Service Order can only be cancelled one time; the execution of a new Service Order restarts the cancellation process). If the request to cancel is received after installation has begun, Customer must pay full termination liability as set forth in Section 14 below.

(b) **Modification.** Customer may request in writing the modification of any Service Order(s). Such request shall result in a Modification Charge. If TWTC receives a written modification request for delay of installation less than 3 days prior to the planned installation date, Customer must pay, in addition to the Modification Charge, the monthly recurring charge ("MRC") applicable to the delayed Service for the shorter of one billing month or the period from the original due date to the requested installation date. TWTC reserves the right to limit the number of requests to delay the planned installation date.

(c) **Expedite.** Customer may request an expedited installation date. If TWTC accepts the expedited installation date, Customer must pay an Expedite Charge.

(d) **Third Party Charges.** In addition to the charges set forth in (a), (b) and (c) above, TWTC may bill Customer for any third party charges it incurs in order to complete Customer's request to cancel, modify, or expedite the Service Order(s).

4. TWTC Network, Access and Interconnection:

(a) **Responsibilities.** TWTC will own and control the telecommunications equipment, cable and facilities installed and operated by TWTC for provision of the Services to Customer ("TWTC Network"). The TWTC Network will remain TWTC's personal property regardless of where located or attached. TWTC has the right to upgrade, replace or remove the TWTC Network in whole or in part, regardless of where located, so long as the Services continue to perform. TWTC has the right to limit the manner in which any portion of the TWTC Network is used to protect the technical integrity of the Network. Customer may not alter, move or disconnect any parts of the TWTC Network and is responsible for any damage to, or loss of, the TWTC Network caused by Customer's (or its end users') breach of this provision, negligence or willful misconduct. TWTC has no obligation to install, maintain or repair any equipment owned or provided by Customer,

unless otherwise agreed to in a writing executed by the Parties. If Customer's equipment is incompatible with the Service, Customer is responsible for any special interface equipment or facilities necessary to achieve compatibility.

(b) Access. TWTC may require access to Customer's premises to install and maintain the Services and the TWTC Network. Customer must provide TWTC with a contact and/or help desk number that can be reached 24 hours per day/7 days per week. Customer also must provide reasonable access rights and/or rights of way from third parties, space, power and environmental conditioning as may be required for the installation and maintenance of the TWTC Network at Customer's premises.

(c) Letter of Authorization / Carrier Facility Assignment. If Customer intends to connect the Services to facilities that neither it nor TWTC owns, it must provide TWTC with and maintain (for the Service Term) a current letter of authorization and carrier facility assignment, as applicable.

5. Installation and Maintenance:

(a) Installation. TWTC will notify Customer when the Service has been successfully installed and is available for Customer's use ("Service Date"). Unless Customer notifies TWTC by the close of business on the Service Date that the Service is not operational, the Service Term will commence. If Customer so notifies TWTC, the Service Date will occur and the Service Term will commence when the Service is operational. The Service Date will not be delayed or postponed due to problems with Customer's equipment or Customer's lack of readiness to accept or use Service.

(b) Maintenance:

(i) Scheduled Maintenance. TWTC will monitor TWTC's Network 24 hours per day, 7 days per week. Scheduled Maintenance will be performed between the hours of midnight and 6:00 a.m. (local time where the maintenance is being performed) unless another time is agreed to by the Parties for the particular circumstance. TWTC will endeavor to provide Customer with at least five business days notice before performing Scheduled Maintenance unless a shorter notice period is required under the circumstances.

(ii) Emergency Maintenance. If TWTC has to perform maintenance outside of the Scheduled Maintenance window set forth in Section 5(b)(i) above, then TWTC will provide as much prior notice

to Customer as is practicable under the circumstances.

6. Charges, Billing, Taxes and Payment:

(a) Services are billed on a monthly basis commencing with the commencement of the Service Term. Services are invoiced in advance, but usage charges are invoiced in arrears. Any installation or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice. TWTC acknowledges that funding to pay for Services ordered under this Agreement is subject to annual appropriations by the Union County Board of Commissioners, and in the event adequate sums are not appropriated in any fiscal year to fund Customer's use of telecommunications services ordered hereunder, Customer may terminate the affected Service Orders upon no less than 45 days prior written notice. Such termination will not affect Customer's obligations with respect to payment for the terminated Services during any prior period. If Customer exercises this termination right, it may not during the unexpired original term of the terminated Services obtain like services from another provider; and if funds are re-appropriated for a later fiscal year during the unexpired Service Term, Customer will notify TWTC and reinstate the terminated Services. Customer represents and warrants, however, that Customer will include sufficient funding to cover charges for all Services ordered under this Agreement in each Customer budget submitted for approval, and will actively support the appropriation of such funding, during the term of this Agreement.

(b) TWTC may require a deposit prior to the provision of any new Service. TWTC also may require a deposit as a condition to its obligation to continue to provide Service(s) if Customer has failed to timely pay for Service(s) on two occasions during any six month period.

(c) Taxes, as defined below, will be invoiced as a line item charge separate from the MRCs for the Services. Customer will be liable for Taxes which were assessed by or paid to an appropriate taxing authority within the applicable statute of limitations period. If Customer fails to pay any Taxes properly billed, then as between TWTC and Customer, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

"Tax" or "Taxes" mean any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated,

imposed, or sought to be imposed, on or with respect to purchases by Customer from TWTC for consideration under this Agreement or for TWTC's use of public streets or rights of way, which TWTC is required or permitted by law or a tariff to collect from Customer; *provided, however*, that the term "Tax" will not include any tax on TWTC's corporate existence, status, income, corporate property or payroll taxes.

If either Party is audited by a taxing or other governmental authority, the other Party agrees to cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. TWTC will cooperate, at Customer's expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. The Customer will ensure that no lien is attached to or allowed to remain on any asset of TWTC as a result of any Tax contest. To the extent permitted by law Customer will indemnify and hold TWTC harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney's fees.

If Customer claims an exemption for any Taxes, Customer must provide TWTC with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to TWTC until it provides TWTC with a valid tax exemption certificate. If applicable law exempts a Service under this Agreement from a Tax, but does not also provide an exemption procedure, then TWTC will not collect such Tax if Customer provides TWTC with a letter signed by one of its officers: (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold TWTC harmless to the extent permitted by law from any tax, interest, penalties, loss, cost or expense asserted against TWTC as a result of its not collecting the Taxes from Customer.

(d) Payment for all undisputed amounts due under this Agreement must be received by TWTC on or before the due date specified on the bill ("Due Date"), which shall be at least twenty (20) days from the date the invoice is mailed to Customer. Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.

7. Disputes: Customer may dispute charges invoiced by TWTC by logging onto TWTC's online customer portal at

<https://customerportal.twtelecom.com/>

and completing a dispute form, or by contacting TWTC's dispute telephone line at 1-800-829-0420. All disputes must be submitted to TWTC in the manner specified above within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Withheld disputed amounts determined in favor of TWTC must be paid by Customer within five (5) business days following written, electronic or telephonic notice of the resolution, and will bear interest at the lesser of 1.5% per month or the maximum rate allowed by law from the Due Date until the date paid.

8. Service Levels / Service Outage Credits:

(a) Service Level Agreement ("SLA"). The SLA for a particular Service, which specifies the applicable performance metrics and outage credit schedule, is contained in each Service Order. If no SLA is included with a Service Order, then credits for Service Outages (defined below) will be issued at 1/1440 of the applicable MRC per 30 minute outage for up to a 24-hour period, but if a Service Outage lasts greater than 24 hours, at 1/144 of the applicable MRC per 3 hour period. Credits issued during any calendar month will not exceed the MRC associated with the affected Service that experienced the Service Outage(s).

(b) Service Outage Definition. A "Service Outage" is defined as either: (a) material non-compliance with a specific performance metric in a service level agreement and such non-compliance is caused by TWTC's Network; or (b) a complete loss of transmission or reception capability for a Service caused by TWTC's Network.

(c) Reporting and Tracking of Service Outages.

If there is a Service Outage, Customer must contact TWTC's Customer Network Reliability Center ("CNRC") at 800-829-0420, and TWTC will open a trouble ticket and provide Customer with a trouble ticket number for tracking purposes.

(d) Duration of Service Outage and Application of Credits. For the purpose of calculating applicable credits, a Service Outage begins when Customer reports the Service Outage to TWTC's CNRC, and ends when the Service is restored. The duration of the Service Outage only includes outages that are caused by TWTC's Network and do not include outages caused by the equipment, acts or omissions of Customer, third parties, Force Majeure events, or outages occurring during scheduled or emergency maintenance. The

duration of a Service Outage also does not include any time during which TWTC is not allowed access to the premises necessary to restore the Service. Credits for Service Outages are only issued if requested by Customer, and such requests must be submitted to TWTC within 120 days from the date Service is restored.

(e) Chronic Trouble Services. If two Service Outages have occurred on a particular Service during a 30-day period, and a third Service Outage occurs within thirty days following the second Service Outage, Customer may terminate the applicable Service without early termination liability provided that Customer supplies TWTC with a written termination notice no later than thirty days following the third Service Outage.

(f) Remedies. Notwithstanding anything to the contrary in this Agreement, the remedies set forth in the service level agreement and in Sections 8(a) and 8(e) of this Agreement constitute Customer's sole and exclusive remedy for Service Outages.

(g) Service Outages Not Caused by TWTC's Network. If TWTC responds to a service call initiated by Customer, and TWTC reasonably determines that the cause of the problem is not due to TWTC's Network, but is due to Customer's equipment or facilities, or a third party, Customer must compensate TWTC for the service call at TWTC's then prevailing rates.

9. Governmental Regulation - Changes:

(a) This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with them in performing its obligations hereunder. To the extent any provision herein conflicts with any applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision.

(b) TWTC may discontinue or impose additional requirements to the provision of Service, upon 15 days written notice, if necessary to meet regulatory requirements or if such requirements have a material, adverse impact on the economic feasibility of TWTC providing the Service. Customer is not responsible for the termination liability set forth in Section 14 below if TWTC discontinues the Service under this subsection.

10. Indemnification: Each Party ("Indemnitor") shall indemnify, defend and hold harmless the other Party ("Indemnitee") from all losses or damages arising from or related to bodily injury or physical damage to tangible property caused by the

negligence or willful misconduct of Indemnitor. Customer shall indemnify, defend and hold TWTC harmless from all losses or damages arising from Customer's violation of third party intellectual property rights, all claims of any kind by Customer's end users, or any act or omission of Customer associated with any Service. Customer's indemnification applies only to the extent permitted by applicable law.

11. Limitation of Liability: Except for the Parties' respective obligations set forth in Section 14 herein, neither Party is liable to the other for indirect, consequential, special, incidental, or punitive damages of any kind or nature whatsoever (including without limitation lost profits, lost revenues, lost savings, lost opportunity or harm to business), whether or not foreseeable, whether or not the Party had or should have had any knowledge, actual or constructive, that such damages might be incurred, and regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. Indirect damages include, but are not limited to, damages of the kinds specified in the preceding sentence that are incurred by a third party and are asserted against a Party (including attorneys' fees and expenses). TWTC's liability to Customer for direct damages may not exceed one month's calculation of the applicable MRCs regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. TWTC has no liability for the content of information that Customer passes through TWTC's Network, Customer's transmission errors, or any failure to establish connections outside of the TWTC Network.

12. Termination by TWTC:

(a) Termination With Notice. TWTC may disconnect all Service(s) associated with a delinquent account upon ten (10) days written notice for Customer's failure to pay amounts due under this Agreement which remain uncured at the end of the notice period; or upon thirty (30) days written notice for: (i) Customer's material breach of a non-economic, material provision of this Agreement or any law, rule or regulation governing the Services which remains uncured at the end of the notice period; (ii) Customer's insolvency, bankruptcy, assignment for benefit of creditors, appointment of trustee or receiver; and/or (iii) any governmental prohibition or required alteration of the Services.

(b) Termination Without Notice. TWTC may terminate or suspend Services without notice if: (i)

necessary to protect TWTC's Network; (ii) TWTC has reasonable evidence of Customer's illegal, improper or unauthorized use of Services; or (iii) required by legal or regulatory authority.

(c) **Post Termination.** Any termination or disconnection shall not relieve Customer of any liability incurred prior to such termination or disconnection, or for payment of unaffected Services. TWTC retains the right to pursue all available legal remedies if it terminates this Agreement or disconnects Service(s) in accordance with this Section. All terms and conditions of this Agreement shall continue to apply to any Services not so terminated, regardless of the termination of this Agreement. If TWTC terminates Service in accordance with this Section, and Customer wants to restore such Service, Customer first must pay all past due charges, a reconnection charge and a deposit equal to 2 months' recurring charges. All requests by Customer for disconnection of On-Net Services will be processed by TWTC in 30 days or less, and for disconnection of long haul Off-Net Services in 45 days or less, following delivery of the written notice. Customer must pay for Services until such disconnection actually occurs. Customer must submit requests to disconnect or terminate Services to TWTC's Order Entry department in accordance with Section 20 below.

13. Termination by Customer: Customer may terminate this Agreement and/or any Service Order hereunder upon thirty (30) days prior written notice, without incurring termination liability, for TWTC's (i) breach of any material provision of this Agreement, or any law, rule or regulation that affects Customer's use of Service(s), which remains uncured at the end of the notice period and/or (ii) insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event.

14. Termination Liability: If TWTC terminates this Agreement or any Service Order(s) pursuant to Section 12 above (other than subsections a(iii), b(i), and/or b(iii)), or if Customer terminates this Agreement or any Service Order(s) for any reason other than as set forth in Section 13 above or Section 17 below, all MRCs associated with the terminated Service(s) for the balance of the applicable Service Term shall become immediately due and payable.

15. Assignment: Neither Party may assign this Agreement without the prior written consent of the other Party, not to be unreasonably conditioned, withheld or delayed, except that: (1) TWTC may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, (b) pursuant to

any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, or (c) for purposes of financing; and (2) Customer may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, or (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, provided that any assignment by Customer pursuant to this exception is subject to the following conditions: (i) the proposed assignee satisfies TWTC's credit and deposit standards; (ii) Customer has fully paid for all Services through the date of assignment; and (iii) the proposed assignee agrees in writing to be bound by all provisions of this Agreement.

16. Entire Agreement: This Agreement, together with the Service Order(s) and applicable tariffs set forth the entire agreement with respect to the subject matter hereof, and supersede all prior agreements, promises, representations, and negotiations between the Parties. If there is a conflict, the Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by both Parties.

17. Force Majeure: Either Party shall be excused from performance if inability to perform is due to a cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cuts caused by a third party, adverse weather conditions, labor strikes and governmental action ("Force Majeure"). If such inability to perform continues for sixty days or longer, the other Party may terminate the affected Services. Customer's invocation of this clause does not relieve Customer of its obligation to pay for Services actually received.

18. Governing Law - Litigation: The interpretation of the rights and duties of the Parties and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and subject to the laws of the State of North Carolina, excluding its principles of conflicts of law. If either Party commences litigation under this Agreement, the prevailing Party is entitled to reimbursement of its costs and attorneys' fees from the other Party.

19. Headings: Headings herein are for convenience only and are not intended to have substantive significance in interpreting this Agreement.

20. Notices: Any notice required under this Agreement must be in writing and be delivered to the receiving Party at the addresses listed below (i) in person, (ii) by certified mail with return receipt requested, or (iii) by overnight courier. A notice is deemed given (i) when delivered, if personally delivered, (ii) at the time indicated on the return receipt, if delivered by certified mail, or (iii) at the time the party or its representative executes the delivery receipt, if delivered via courier. TWTC must provide such notice to Customer's billing address, and Customer must provide such notice to TWTC at 11006 Rushmore Drive, Suite 200, Charlotte NC 28277 Attn: General Manager, *except that if Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9638 or by email to "CustomerCare@twtelecom.com"*. Notice by facsimile or email is deemed given when delivered.

21. No Waiver: Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

22. Public Releases, Use of Name: Neither Party may issue a news release, public announcement, advertisement or other form of publicity regarding this Agreement or the Services provided hereunder without the prior written consent of the other Party. Customer may not use TWTC's name, logo or service mark without TWTC's prior written consent. TWTC may use Customer's name and logo in materials presented to analysts and investors.

23. Representations and Warranties: Each Party represents and warrants that it, and the person signing on its behalf, is fully authorized to enter into this Agreement. TWTC represents and warrants that the Services will be performed by qualified and trained personnel. TWTC does not guarantee, represent or warrant that the Service(s) will be without interruption. TWTC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE.

24. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

25. Survival: The terms and conditions of this Agreement will survive the expiration or termination of this Agreement to the extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.

26. Relationship of Parties; No Third Party Beneficiaries: The Parties are independent contractors, and nothing herein creates or implies an agency, joint venture or partnership relationship between the Parties. This Agreement shall bind and inure to the benefit of TWTC, Customer, and permitted successors and assigns. The Parties do not intend to create any rights for the benefit of any third parties.

27. Confidentiality: Each Party may disclose confidential information to the other Party in connection with this Agreement. Notwithstanding anything herein or in any Service Order or SLA to the contrary, TWTC acknowledges that Customer is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act, and that this Agreement, any Service Order, and any SLA, including all documents incorporated by reference, shall be public records as defined in such Act, and as such will be open to public disclosure and copying. Any other specific information that is claimed by TWTC to be confidential or proprietary must be clearly identified as such by TWTC. To the extent consistent with the Public Records Act, Customer shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view TWTC's proprietary or confidential information, Customer will notify TWTC of the request and of the date that such records will be released to the requestor unless TWTC obtains a court order enjoining the disclosure. If TWTC fails to obtain the court order enjoining disclosure, Customer will release the requested information on the date specified. Confidential Information may only be used in connection with performance under this Agreement. Confidential Information may not be disclosed except to those employees or affiliates of the receiving Party who have a need to know, or to consultants or subcontractors of the receiving Party who agree to be bound by this Section. Confidential Information does not include information that is generally available to the public through no wrongful act of the receiving Party or is independently developed by the receiving Party. Upon termination or expiration of this Agreement, the receiving Party will return the Confidential Information or destroy it. The obligations of this

provision will survive for five years after the termination or expiration of this Agreement.

tw telecom holdings inc.

Signature: [Signature]

Name and Title: [Signature] TRAVIS NOBLE

Date: 11/24/09

Sales Person: Steve Eanes

Customer: Union County

Signature: [Signature]

Name and Title: Alfred W. Green, County Manager

Date: 11-13-09

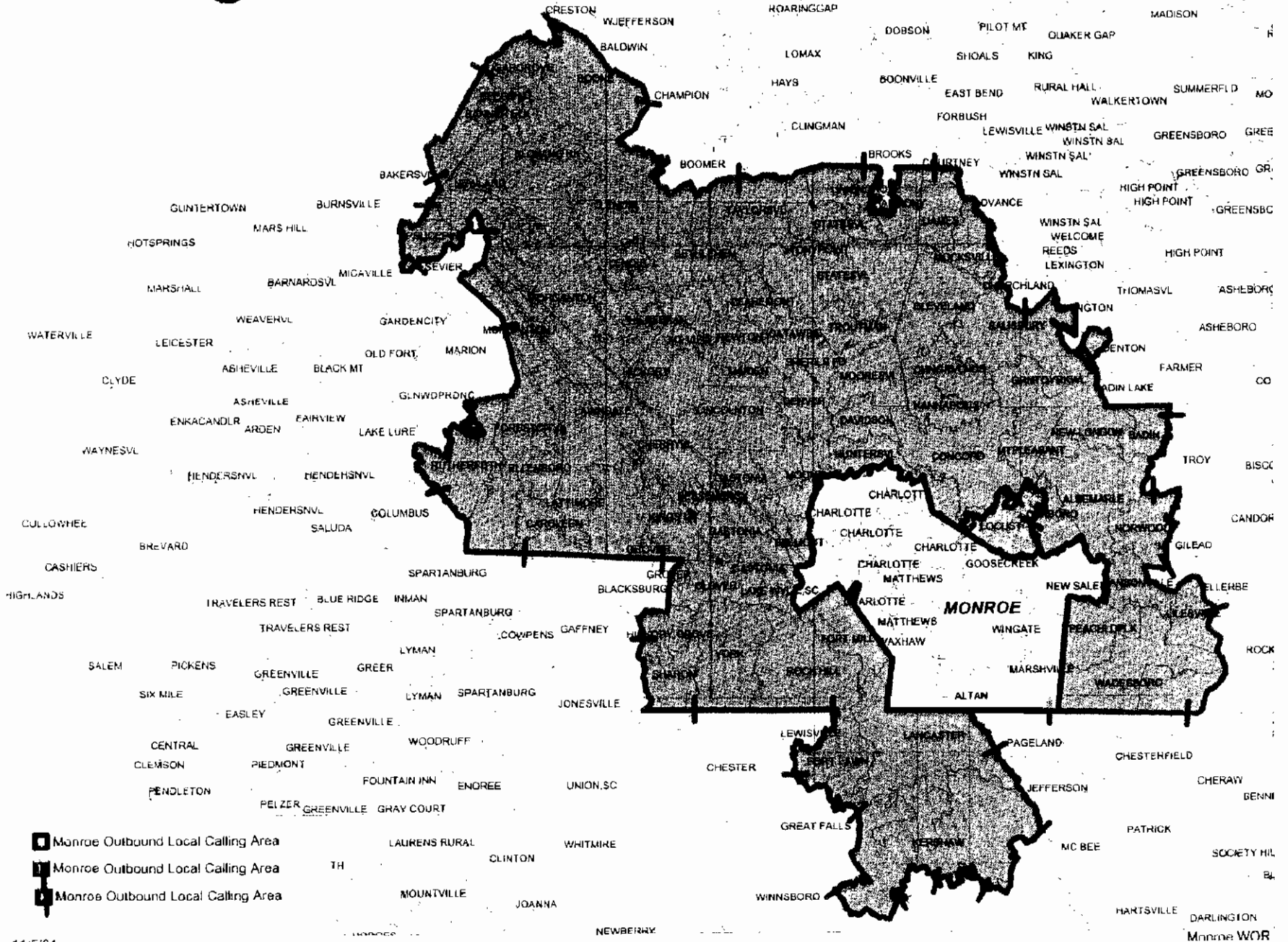
APPROVED AS TO LEGAL FORM [Signature]

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

[Signature] 11.13.09
Finance Director

Monroe Outbound Local Calling Area

Charlotte, NC



- Monroe Outbound Local Calling Area
- Monroe Outbound Local Calling Area
- Monroe Outbound Local Calling Area

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 2, 2010

Action Agenda Item No. 7/3

(Central Admin. use only)

SUBJECT: Electronic Poll Books for Elections Department

DEPARTMENT: Board of Elections

PUBLIC HEARING: No

ATTACHMENT(S):

BA # 1

INFORMATION CONTACT:

John Whitley

Kai Nelson

TELEPHONE NUMBERS:

283-3708

292-2522

DEPARTMENT'S RECOMMENDED ACTION: Approve re-appropriation of \$40,000 from Elections Department FY2010 program budget to FY2011 for the purchase of lap top computers and printers for electronic poll books.

BACKGROUND: A program objective of the Board of Elections is to provide electronic poll books in every precinct. Electronic poll books, consisting of computer hardware and software allows elections officials to review and/or process voter information during an election but does not actually count votes. The system is used in place of paper-based poll books. The function of an e-pollbook include voter lookup, verification, identification, precinct assignment, ballot assignment, voter history update and other functions such as name change, address change and/or redirecting voters to correct voting locations. The Board of Elections has been in the process of testing and installing electronic poll books in various precincts as operating funds became available. The Board of Elections requested \$102,500 in the FY2011 budget for lap top computers and printers to implement electronic poll books in all precincts. Due to the limitations of the FY2011 budget, this request was not included in the Manager's Recommended Budget.

As the FY2010 year-end estimate was being reviewed, it was determined that the BOE budget was coming in well under appropriations contained in their original budget, due to lower than expected costs associated with the primary and runoff elections. The Finance Department and the BOE reviewed the FY2010 year-end estimates again in June and confirmed that year-end expenditures were continuing to be significantly under budget. The BOE, with concurrence from County management, indicated a desire to use a portion of the savings to purchase \$40,000 of equipment/software for electronic poll books for the County's larger precincts.

At the end of FY2010, the BOE began the procurement process to acquire the equipment. Due to the tight timeline and procurement process that had to be followed, a purchase order encumbering the \$40,000 was not able to be processed before the end of FY2010. These unencumbered funds have lapsed into the General Fund's fund balance.

This re-appropriation of FY2010 funds will allow the BOE to purchase computer laptops and printers for the electronic poll books, thus meeting a portion of their total program requirements without impacting the FY2011 budget and year end fund balance target.

FINANCIAL IMPACT: \$40,000 appropriation contained in FY2010 will be used to implement electronic poll books in several additional precincts without impacting the FY2011 budget and year end fund balance target. Since the computer equipment is available on State Purchasing Contract, pursuant to the Commission's contract delegation authority, the County Manager is authorized to approve the purchase order.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: **Adopt Budget Ordinance Amendment #1.**

BUDGET AMENDMENT

BUDGET Board of Elections REQUESTED BY John Whitley
 FISCAL YEAR FY2011 DATE August 02, 2010

INCREASE

DECREASE

<u>Description</u>		<u>Description</u>	
<u>Operating Expense</u>	<u>40,000</u>		
<u>Fund Balance Appr.</u>	<u>40,000</u>		

Explanation: Appropriate General Fund fund balance for electronic poll books.

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

FOR POSTING PURPOSES ONLY

<u>DEBIT</u>			<u>CREDIT</u>		
<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	
<u>10541700-5265</u>	<u>Computer equipment</u>	<u>40,000</u>	<u>10499100-4991</u>	<u>Fund Balance Appropriated</u>	<u>40,000</u>

Total	<u>40,000</u>	Total	<u>40,000</u>
Prepared By	<u>aar</u>	Number	<u>1</u>
Posted By	_____		
Date	_____		

715

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

TO: UNION COUNTY

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

413
MEETING DATE 7-19-18

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 Burtleson 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.

County: Union

WBS Element: 41775.2

Parcel No.: 090SR1315-003

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

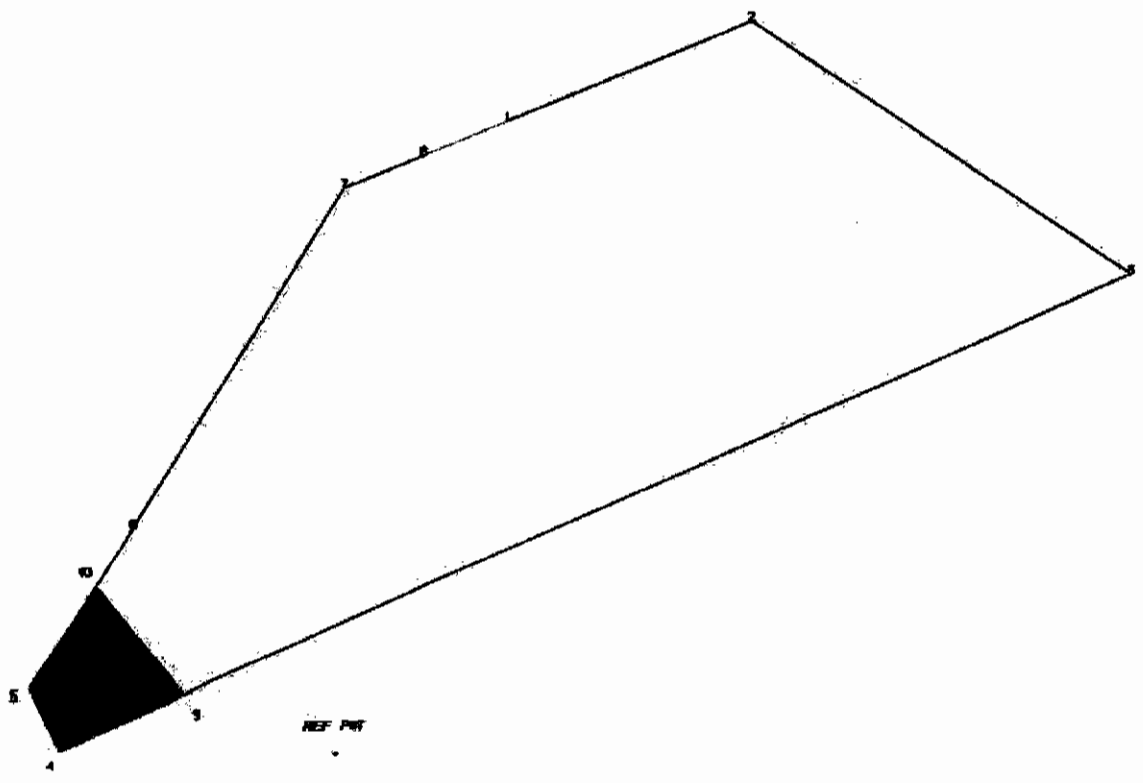
BY: _____ Deputy/Assistant - Register of Deeds

CDL#	DESCRIPTION	SQR FT	ACRES	SQR #	HECTARES
	ROW LEFT	BELEMBOS	DEMBOS	BARBOS	COBOMB
FROM - TO	DISTANCE (FT/80)	BEARING	RADIUS (FT/80)	CURVE LENGTH (FT/80)	
REF - 9	46	N 87°50'0" W			
9 - 10	36.3	N 87°50'0" W			
10 - 9	36.3	S 87°50'0" W	10300	3034	341
5 - 4	173	S 87°50'0" E			670
4 - 9	354	N 87°50'0" E			

TYPE	COUNT	SQR FEET	SQR METERS
ROW LEFT	1	8630	802
ROW RIGHT	0	00	00
PDE LEFT	0	00	00
PDE RIGHT	0	00	00
TDE LEFT	0	00	00
TDE RIGHT	0	00	00
TDE LEFT	0	00	00
TDE RIGHT	0	00	00
TSE LEFT	0	00	00
TSE RIGHT	0	00	00
PDE LEFT	0	00	00
PDE RIGHT	0	00	00
OTHER LEFT	0	00	00
OTHER RIGHT	0	00	00

NOT TO SCALE. THIS PLAN IS FOR INFORMATION ONLY. THE ACTUAL LOCATION OF THE RIGHT-OF-WAY SHALL BE DETERMINED BY THE FIELD SURVEYOR. THE DISTANCES SHOWN ARE APPROXIMATE. THE BEARINGS SHOWN ARE APPROXIMATE. THE RADIUS AND CURVE LENGTH SHOWN ARE APPROXIMATE. THE SCALE OF THIS PLAN IS 1" = 100'.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY DIVISION	
UNDER COUNTY PUBLIC WORKS	AND JAMES EARL RAY
PARCEL # 001	AREA # 1000000
DS 99 PG 390	UNKNOWN SCALE



THIS PLAN IS NOT A GUARANTEE AS TO THE ACCURACY OF A
 SURVEY OR THE QUALITY OF THE CONSTRUCTION WORK. THE
 ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN
 AND CONSTRUCTION OF THE BRANCH AS SHOWN ON THIS
 PLAN. THE ENGINEER DOES NOT WARRANT THE QUALITY OF
 THE CONSTRUCTION WORK OR THE ACCURACY OF THE
 SURVEY DATA ON WHICH THIS PLAN IS BASED.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY BRANCH	
MOORE COUNTY PUBLIC WORKS	DATE: 11/12/2009
PANEL: 003	Drawn by: J. A. Anderson
DB: 100-PC-209	PROJECT: 100-209

AGENDA ITEM
716
MEETING DATE 8/2/10

AGENDA ITEM
214
MEETING DATE 7/9/10

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>
----------------------------	-----------------

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
				\$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)

REM 6/30/2010

FUND JUNE 2010

Name	Reason for Change	Real Valu	Pers. Val	UCGT	Totals
BAKER GEORGE V & LILA E	DWG WAS NOT ASSESSED	45,000		299.25	299.25
8		45,000	-	299.25	299.25

MEETING DATE 6/28/10

7/26
MEETING DATE 7-19-10

ES JUNE 2010

	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	HembyGT	HembyLL	SpringsGT	SpringsLL	StallG
NORMA R & TUTTLE	32,060		213.20								
SHELBY LOUISE				372.53							
GEORGE V & LILA E				473.85							
PHILLIP ALLEN		63,509	422.34								
	32,060	32,060	635.54	846.38	-	-	-	-	-	-	-
WILLIE MACK & MARTHA		7,060	46.95	4.69							
WICKING INC		14,920	99.22	9.92							
JONATHAN R & KATHRYN LYNN		14,900	99.09	9.91					4.56	0.46	
SAL LAND & DEVELOPMENT	32,580		216.66								
BRIDGE GOLF ACQUISITION	4,064,120		27,026.40						1,243.62		
WAY C FARMS	539,837		3,589.92								
LY JANICE	303,510		2,018.34						92.87		
WAY C FARMS		467,477	3,108.72								
LY JANICE	1,095,680		7,333.10						338.69		
LOUISE SHELBY	65,250		433.91								
ICA		75,000	498.75	49.88							
GEORGE V & LILA E	45,000		299.25								
GLORIA		5,880	39.10	3.91							
CYNTHIA M		9,510	63.24	6.32			4.69	0.47			
ER LIVING TRUST		11,570	76.94	7.69							
TERRY LEE		1,060	7.05	0.70							
L ANTHONY NELSON & RHONDA		9,410	62.58	6.26							
AS BRADLEY FRANKLIN		2,220	14.76	1.48					0.68	0.07	
JUDITH		18,140	120.63	12.06							
US FINANCIAL SERVICES		28,750	191.19	19.12							
AY CARE		2,300	15.30	1.53							
NDEZ RAFAEL JIMENEZ		15,960	106.13	10.61							
DOUGLAS F CO		18,460	122.76	12.28			9.10	0.91			
K RONALD & PEGGY		40,240	267.60	26.76					12.31	1.23	
HINICAL SERVICES INC		83,517	555.39								
	6,100,977	504,367	46,412.98	183.12	-	-	13.79	1.38	1,692.73	1.76	
WILLIE MACK & MARTHA		2,770	18.42	1.84							
SAL LAND & DEVELOPMENT	32,580		216.66								
LY JANICE	303,510		2,018.34						92.87		

MEETING DATE 8/2/10

ES JUNE 2010

	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	CSLL-999	HembyGT	HembyLL	SpringsGT	SpringsLL	StallG
SHELBY LOUISE	65,250		433.91								
GLORIA		1,990	13.23	1.32							
TERRY LEE		1,120	7.45	0.74							
MS BRADLEY FRANKLIN		2,337	15.54	1.55					0.72	0.07	
US FINANCIAL SERVICES		25,000	166.25	16.63							
ONDEZ RAFAEL JIMENEZ		18,870	125.49	12.55							
DOUGLAS F CO		16,050	106.73	10.67			7.91	0.79			
RONALD & PEGGY		34,990	232.68	23.27					10.71	1.07	
	401,340	103,127	3,354.70	68.57	-	-	7.91	0.79	104.30	1.14	
NG WILLIE MACK & MARTHA		3,810	27.09	2.71							
SAL LAND & DEVELOP	55,060		391.53								
Y JANICE	279,300		1,986.10						87.14		
GLORIA		1,000	7.11	0.71							
TERRY LEE		1,189	8.46	0.85							
MS BRADLEY FRANKLIN		2,460	17.49	1.75					0.77	0.08	
	334,360	8,469	2,437.78	6.02	-	-	-	-	87.91	0.08	
NG WILLIE MACK & MARTHA		3,810	24.26	2.43							
MODEL HOME FINAN	279,300		1,778.30						87.42		
GLORIA		1,000	6.37	0.64							
TERRY LEE		1,380	8.79	0.88							
MS BRADLEY FRANKLIN		2,589	16.49	1.65					0.81	0.08	
	279,300	3,810	1,834.21	5.60	-	-	-	-	88.23	0.08	
NG WILLIE MACK & MARTHA		3,810	21.34	2.13	2.67	0.27					
	-	3,810	21.34	2.13	2.67	0.27	-	-	-	-	-
NG WILLIE MACK & MARTHA		3,810	20.00	2.00	2.67	0.27					
	-	3,810	20.00	2.00	2.67	0.27	-	-	-	-	-
NG WILLIE MACK & MARTHA		3,810	20.19	2.02	2.67	0.27					
	-	3,810	20.19	2.02	2.67	0.27	-	-	-	-	-
	7,115,977	623,563	64,736.74	1,116.84	8.01	0.81	21.70	2.17	1,973.17	3.06	

ES JUNE 2010

	Real Value	Pers. Value	StallLL	BakersFF	New SalemFF	Wingate	WingateTT	WingateLLP	Totals
SHELBY LOUISE	65,250				5.00				438.91
GLORIA		1,990							14.56
TERRY LEE		1,120							8.19
S BRADLEY FRANKLIN		2,337							17.88
S FINANCIAL SERVICES		25,000							182.88
DEZ RAFAEL JIMENEZ		18,870				50.00			188.04
DOUGLAS F CO		16,050							126.10
RONALD & PEGGY		34,990							267.73
	401,340	103,127	-	40.21	5.00	100.00	-	-	3,682.62
									-
G WILLIE MACK & MARTHA		3,810				50.00			79.80
SAL LAND & DEVELOP	55,060			36.96					428.49
Y JANICE	279,300								2,073.24
GLORIA		1,000							7.82
TERRY LEE		1,189							9.31
S BRADLEY FRANKLIN		2,460							20.09
	334,360	8,459	-	36.96	-	50.00	-	-	2,618.75
									-
G WILLIE MACK & MARTHA		3,810				47.48			74.17
MODEL HOME FINAN	279,300								1,865.72
GLORIA		1,000							7.01
TERRY LEE		1,380							8.67
S BRADLEY FRANKLIN		2,589							19.03
	279,300	3,810	-	-	-	47.48	-	-	1,975.60
									-
G WILLIE MACK & MARTHA		3,810				50.00			76.41
	-	3,810	-	-	-	50.00	-	-	76.41
									-
G WILLIE MACK & MARTHA		3,810							24.94
	-	3,810	-	-	-		-	-	24.94
									-
G WILLIE MACK & MARTHA		3,810				50.00			75.15
	-	3,810	-	-	-	50.00	-	-	75.15
									-
	7,115,977	623,563	0.47	117.38	10.00	397.48	8.97	0.90	58,480.62



AGENDA ITEM
7/7c
MEETING DATE 8/2/10
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 Year	Rate Year	-----Value-----	Total 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--	Tr	---Date---	Typ	-Fld--	-Vlu--	- Cn--	---Sc--	---Fr--	---Mn--	-NC	---Tl--
2008-V035252 02000	ENGLISH / MARY ETTA CHANGE OF CO/DURHAM 060910 JW	M/V0062575	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 00000	SHAFFER / WILLIAM KEITH <\$5/\$3300 IN 1989 060910 JW	M/V0062583	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 00000	SHAFFER / WILLIAM KEITH <\$5/\$3300 IN 1989 060910 JW	M/V0062584	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 08000	MEYER / MATTHEW EDWARD OVLP W/9V087651/7M 061710 JW	M/V0062639	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 00000	VAUL TRUST / PLT TRN1N 082809<1M. 061810 JW	M/V0062678	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 00000	SMITH / SANDY JUNIOR PLT TRN1N 100709/5MO 062210 JW	M/V0062690	10	06/22/2010	CHG TX		23410-	155.68-	.00	.00	.00	.00	155.68-
00000	PLT TRN1N 100709/5MO 062210 JW		11	06/22/2010	CHG IN			8.96-	.00	.00	.00	4.67	13.63-
00000	PLT TRN1N 100709/5MO 062210 JW		12	06/22/2010	PMT TX			155.68	.00	.00	.00	.00	155.68
00000	PLT TRN1N 100709/5MO 062210 JW		13	06/22/2010	PMT IN			8.96	.00	.00	.00	4.67	13.63
00000	PLT TRN1N 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 02000	BLAIR / WESLEY CYRUS OVLP W/ 09V063654 062810 JW	M/V0062745	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 00000	COCHRAN / WILLIAM SHEPHE PER CRL/\$500VALUE 063010 JW	M/V0062767	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	1.54-	629.26-



AGENDA ITEM
7/7d
MEETING DATE 8/2/10

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

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

704-283-3746
704-283-3616 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

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

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

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value-----	-----Total-----	-----Int-----
						---Tax---	
10	County.....	CN999999	2007	2006	20,000	127.34-	30.39-
10	County.....	CN999999	2007	2007	19,450	138.31-	31.88-
10	County.....	CN999999	2009	2008	38,730	320.99-	23.25-
10	County.....	CN999999	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	
2009-V154160	MEACHAM / RYAN ELLIOT	M/V0062499												
09800	<\$5/EMAIL\$200 1N 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	4.00-	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	8.64-	20.25-	
2009 V169894	RIFFLE / JOHN WESLEY	M/V0062510												
00000	<\$5/\$500 1N 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	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	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	.69-	.00	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	.15	.00	.25	
							Net:	2693-	18.27-	.00	.00	.54-	18.81-	
2009-V171434	STREMCIUC / 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	7.43-	20.10-	
2009-V171433	STREMCIUC / 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	8.65-	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	3.00-	.00	5.00-	
							Net:	14380-	97.54-	.00	4.49-	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	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 1N			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 1N 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 1N 2002 060810 JW		36	06/08/2010	CHG 1N			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 1N 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 FORREST	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

Bill No	Name	Rls No	Tr	Date	Typ	Fld	Vlu	Cn	Sc	Fr	Mn	NC	Tl
2009-V172309	VIDAK / COLLESTA 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 / TAWNYA 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/\$40B0 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	SHAPPER / 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	.00	23.56-	.00	48.50-
02000	PLT TRNIN 110409/7MO. 061110JW	12 06/11/2010	CHG	IN			2.02	.00	.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	.00	13.74	.00	28.28
02000	Corrected Int (09 mnths)	14 06/11/2010	CHG	IN			1.17	.00	.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-	.00	.55-	.00	23.47-
09700	PLT TRNIN 120309<1M. 061410 JW	05 06/14/2010	CHG	IN			.62-	.00	.01-	.00	.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	.00	99.00-	.00	232.00-
02000	PERSON/\$1200 IN 2010 061410 JW	05 06/14/2010	CHG	IN			3.66-	.00	.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	.00	5.94	.00	13.92
02000	Corrected Int (02 mnths)	07 06/14/2010	CHG	IN			.22	.00	.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	.00	99.00-	.00	232.00-
02000	PERSON/\$2500IN 2005 061410 JW	05 06/14/2010	CHG	IN			3.66-	.00	.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	.00	9.28	.00	21.75
02000	Corrected Int (02 mnths)	07 06/14/2010	CHG	IN			.34	.00	.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	.00	56.28-	.00	125.17-
02000	CHANGE OF CO/WAKE 061710 JW	09 06/17/2010	CHG	IN			3.98-	.00	.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	.00	18.49-	.00	50.01-
03000	PLT TRNIN 012910<1M. 061710 JW	04 06/17/2010	CHG	IN			.63-	.00	.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	.00	52.92-	.00	143.16-
03000	CHANGE OF CO/CABARRUS 061810JW	04 06/18/2010	CHG	IN			1.80-	.00	.00	.00	1.06-	4.29-	7.15-
							Net: 13570-	92.04-	.00	.00	53.98-	51.23-	150.31-
2009-V106159	SIMPSON / ROBIN DEANNA	M/V0062682											
02000	INACTIVE 072609<1M. 062210 JW	09 06/21/2010	CHG	TX		3910-	26.00-	.00	.00	.00	24.35-	.00	50.35-
02000	INACTIVE 072609<1M. 062210 JW	10 06/21/2010	CHG	IN			1.32-	.00	.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	.00	99.00-	.00	232.00-
02000	CORRECTED PER HISTORY	04 06/23/2010	CHG	IN			2.66-	.00	.00	.00	1.98-	6.96	11.60-
02000	CORRECTED PER HISTORY	05 06/23/2010	CHG	TX		650	4.32	.00	.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	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 SITUED 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-

--- E N D ---

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 2, 2010

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

SUBJECT: Late Elderly/ Disabled Exemption Applications

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

ATTACHMENT(S):
Tax Office Summary of
Recommendations for Untimely
Applications

INFORMATION CONTACT:
John Petoskey

TELEPHONE NUMBERS:
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Approve said applications

BACKGROUND: The tax office has received a few late applications for: Three Elderly exclusions, that are summarized on the attached form.
North Carolina tax Law contains provisions for the Board of County Commissioners to consider such late applications for just cause after the Board of Equalization and Review has adjourned. The Board of Equalization and Review has customarily approved such applications while it was in session.

FINANCIAL IMPACT: Negligible impact due the small volume (3)

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

BOCC - Tax Office Staff Recommendations for Elderly/Disability Exclusion Untimely Applications 7/21/2010


Elderly Exclusions				
ITEM #	PARCEL #	EXCLUSION INFO	OWNER	REASONS
1	04-171-014	Total Market Value = \$158,970 Exclusion Value = \$50,130 Total Taxable Value = \$108,840	Gill, Joyce M.	The Assessment Data Staff recommends approval for the untimely filing of a 2010 Elderly/Disability Exclusion application. A letter was submitted by Ms. Gill stating that she was unable to get proof of her income together until 6/25/10 and thought the deadline was June 30 instead of June 1. The complete application and required documentation was filed on June 25, 2010 (deadline was June 1, 2010). All other qualifications were met.
2	06-018-067	Total Market Value = \$107,130 Exclusion Value = \$44,105 Total Taxable Value = \$63,025	Petty, James R.	The Assessment Data Staff recommends approval for the untimely filing of a 2010 Elderly/Disability Exclusion application. A letter was submitted by Mr. Petty stating that he submitted his disability form to the incorrect office, therefore was not told that he had to complete an application along with this form. When he was made aware that an application had to be filed it was past the deadline. The complete application and required documentation was filed on June 29, 2010 (deadline was June 1, 2010). All other qualifications were met.
3	09-339-045	Total Market Value = \$117,330 Exclusion Value = \$58,665 Total Taxable Value = \$58,665	Mitchell, Brenda Tucker	The Assessment Data Staff recommends approval for the untimely filing of a 2010 Elderly/Disability Exclusion application. A letter was submitted by Ms. Mitchell stating that she was overloaded with the responsibility of taking care of her 43 year old son who is unable to care for himself and unintentionally missed the deadline. The complete application and required documentation was received on June 25, 2010 (deadline was June 1, 2010). All other qualifications were met.



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

AGENDA ITEM
7/7f
MEETING DATE 8/2/10
704-283-3848
704-283-3897 Fax

TO: Lynn West
Clerk to the Board

FROM: John Petoskey 
Tax Administrator

DATE: July 15, 2010

SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending June 30, 2010 is attached for your information and review.

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

Attachment

JP/PH

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

	2010	2009	2008	2007
JUNE 30, 2010 REGULAR TAX				
BEGINNING CHARGE	223,294.28	147,245,740.75	143,587,865.19	116,286,908.85
DISCOVERIES	17,558.63	10,780.51		
FARM DEFERMENTS		7,111.77	7,701.15	3,526.11
RELEASES	(1,481.92)	(48,535.36)	(3,682.62)	(2,618.75)
GL CORRECTION				
TOTAL CHARGE	239,370.99	147,215,097.67	143,591,883.72	116,287,816.21
BEGINNING COLLECTIONS	109,171.39	142,793,145.50	141,841,568.08	115,689,780.58
COLLECTIONS	17,256.93	629,013.64	164,697.88	26,167.06
TOTAL COLLECTIONS	126,428.32	143,422,159.14	142,006,265.96	115,715,947.64
BALANCE OUTSTANDING	112,942.67	3,792,938.53	1,585,617.76	571,868.57
PERCENTAGE OF REGULAR	52.82%	97.42%	98.90%	99.51%
JUNE 30, 2010 MOTOR VEHICLE				
BEGINNING CHARGE		10,687,189.52	11,731,328.39	12,061,365.84
1ST MOTOR VEHICLE BILLING				
ASSESSOR RELEASE		(3,197.32)		(281.24)
ASSESSOR REFUND		(272.58)	(162.12)	(142.22)
COLLECTOR RELEASE		(4,095.37)	(85.93)	
COLLECTOR REFUND		(3,335.77)	(185.99)	
REIMBURSEMENTS		5,613.18	394.30	119.27
ADJUSTMENTS		17.97	0.34	
TOTAL CHARGE		10,681,919.63	11,731,288.99	12,061,061.65
BEGINNING COLLECTIONS		9,098,600.32	11,538,478.10	11,931,785.90
COLLECTIONS		604,309.11	8,903.77	1,184.23
TOTAL COLLECTIONS		9,702,909.43	11,547,381.87	11,932,970.13
BALANCE OUTSTANDING		979,010.20	183,907.12	128,091.52
PERCENTAGE OF MOTOR VEHICLE		90.83%	98.43%	98.94%
OVERALL CHARGED		157,897,017.30	155,323,172.71	128,348,877.86
OVERALL COLLECTED		153,125,068.57	153,553,647.83	127,648,917.77
OVERALL PERCENTAGE		96.98%	98.86%	99.45%

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

JUNE 30, 2010 REGULAR TAX	2006	2005	2004	2003
BEGINNING CHARGE	96,271,951.16	86,243,186.99	75,933,851.11	60,651,590.19
DISCOVERIES				
FARM DEFERMENTS	1,610.00	350.16		
RELEASES	(1,975.60)	(76.41)	(24.94)	(75.15)
GL CORRECTION		(157.22)		
TOTAL CHARGE	96,271,585.56	86,243,303.52	75,933,826.17	60,651,515.04
BEGINNING COLLECTIONS	95,872,611.75	86,008,716.17	75,776,786.96	60,536,631.86
COLLECTIONS	10,025.81	8,330.80	2,362.77	923.14
TOTAL COLLECTIONS	95,882,637.56	86,017,046.97	75,779,149.73	60,537,555.00
BALANCE OUTSTANDING	388,948.00	226,256.55	154,676.44	113,960.04
PERCENTAGE OF REGULAR	99.60%	99.74%	99.80%	99.81%
JUNE 30, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	10,333,573.26	-	-	-
1ST MOTOR VEHICLE BILLING				
ASSESSOR RELEASE				
ASSESSOR REFUND				
COLLECTOR RELEASE				
COLLECTOR REFUND				
REIMBURSEMENTS				
ADJUSTMENTS				
TOTAL CHARGE	10,333,573.26	-	-	-
BEGINNING COLLECTIONS	10,246,023.67	-	-	-
COLLECTIONS	425.12	-	-	-
TOTAL COLLECTIONS	10,246,448.79	-	-	-
BALANCE OUTSTANDING	87,124.47	-	-	-
PERCENTAGE OF MOTOR VEHICLE	99.16%			
OVERALL CHARGED	106,605,158.82	86,243,303.52	75,933,826.17	60,651,515.04
OVERALL COLLECTED	106,129,086.35	86,017,046.97	75,779,149.73	60,537,555.00
OVERALL PERCENTAGE	99.55%	99.74%	99.80%	99.81%

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

JUNE 30, 2010 REGULAR TAX	2002	2001	2000	1999
BEGINNING CHARGE	51,673,845.76	48,122,602.16	43,552,864.81	40,736,778.57
DISCOVERIES				
FARM DEFERMENTS				
RELEASES				
GL CORRECTION				
TOTAL CHARGE	51,673,845.76	48,122,602.16	43,552,864.81	40,736,778.57
BEGINNING COLLECTIONS	51,589,762.68	48,060,891.42	43,509,742.22	40,698,418.89
COLLECTIONS	632.64	508.66	402.55	317.99
TOTAL COLLECTIONS	51,590,395.32	48,061,400.08	43,510,144.77	40,698,736.88
BALANCE OUTSTANDING	83,450.44	61,202.08	42,720.04	38,041.69
PERCENTAGE OF REGULAR	99.84%	99.87%	99.90%	99.91%
JUNE 30, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
1ST MOTOR VEHICLE BILLING	-	-	-	-
ASSESSOR RELEASE	-	-	-	-
ASSESSOR REFUND	-	-	-	-
COLLECTOR RELEASE	-	-	-	-
COLLECTOR REFUND	-	-	-	-
REIMBURSEMENTS	-	-	-	-
ADJUSTMENTS	-	-	-	-
TOTAL CHARGE	-	-	-	-
BEGINNING COLLECTIONS	-	-	-	-
COLLECTIONS	-	-	-	-
TOTAL COLLECTIONS	-	-	-	-
BALANCE OUTSTANDING	-	-	-	-
PERCENTAGE OF MOTOR VEHICLE				
OVERALL CHARGED	51,673,845.76	48,122,602.16	43,552,864.81	40,736,778.57
OVERALL COLLECTED	51,590,395.32	48,061,400.08	43,510,144.77	40,698,736.88
OVERALL PERCENTAGE	99.84%	99.87%	99.90%	99.91%



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

704-283-3746
704-292-2588 Fax

John C. Petoskey
Tax Administrator

AGENDA ITEM
77a
MEETING DATE 8/2/10

MEMORANDUM

TO: The Board of County Commissioners
FROM: John C. Petoskey
Tax Administrator
DATE: July 06, 2010
RE: First Motor Vehicle Billing

I hereby certify the **First Motor Vehicle Billing** Motor Vehicle Valuation under the staggered program as required by N.C.G.S.105-330. Attached hereto is a list of the values, rates and taxes for each taxing unit.

JCP: jw

DATE: 7/07

LEVY TOTALS BY REVE UNIT-SUMMARY
7/06/2010 THROUGH... 7/06/2010

PAGE 1
PROGRAM 3L2140

REVENUE UNIT DESCRIPTION	CODE	PRINCIPAL TAXES	ASSESSMENTS	LATE LIST PENALTIES	REVENUE UNIT TOTAL	ASV	EXEMPT
UNION COUNTY	001	903,146.78			903,146.78	135,763,800	
VILLAGE OF MARVIN	101	2,156.92			2,156.92	4,290,972	
CITY OF MONROE	200	84,462.53	11,795.00		96,257.53	17,060,395	
TOWN OF WINGATE	300	4,426.05			4,426.05	1,134,844	
TOWN OF MARSHVILLE	400	5,809.93			5,809.93	1,528,941	
TOWN OF WAXHAW	500	17,098.66			17,098.66	5,029,052	
TOWN OF INDIAN TRAIL	600	30,844.05			30,844.05	21,272,233	
TOWN OF STALLINGS	700	20,115.88			20,115.88	9,355,700	
TOWN OF WEDDINGTON	800	2,023.89			2,023.89	6,727,317	
VILLAGE OF LAKE PARK	900	3,972.95			3,972.95	1,727,342	
TOWN OF FAIRVIEW	930	383.50			383.50	2,569,589	
TOWN OF HEMBY BRIDGE	950	162.57			162.57	638,880	
VILLAGE OF WESLEY CHAPEL	970	678.94			678.94	4,107,571	
TOWN OF UNIONVILLE	980	646.33			646.33	3,231,407	
TOWN OF MINERAL SPRINGS	990	398.02			398.02	1,591,350	
SPRINGS FIRE TAX	015	2,032.44			2,032.44	6,641,666	
STALLINGS FIRE TAX	020	5,596.07			5,596.07	13,784,433	
HEMBY BRIDGE FIRE TAX	023	7,891.43			7,891.43	15,995,846	
WESLEY CHAPEL FIRE TAX	026	4,990.99			4,990.99	26,103,652	
WAXHAW FIRE TAX	028	2,082.67			2,082.67	8,397,591	
*** TOTALS ***		1,098,920.60	11,795.00		1,110,715.60	286,952,581	

** NORMAL END OF JOB **

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 8/2/10

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

SUBJECT: Write off 1999 Delinquent Fire Fees

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

ATTACHMENT(S):
Memo to Board Requesting Board
Action to write off 1997 fire fees

INFORMATION CONTACT:
Vann Harrell
John Petoskey

Listing of Fees from individual
Fire Fee Districts

TELEPHONE NUMBERS:
704-283-3591
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Write Off Delinquent 1999 Fire Fees

BACKGROUND: Under North Carolina Statute 105-378, property taxes and certain fees associated with those taxes are no longer eligible for collection after 10 years. In deference to this statute the tax collectors office requests on an annual basis that all taxes and fees older than 10 years to be approved for write off by the Board of County Commissioners.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____




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

704-283-3848
704-283-3897 Fax

MEMORANDUM

To: Union County Board of Commissioners

From: John Petoskey, Tax Administrator 
Vann Harrell, Assistant Collector of Revenue

CC: Al Greene County Manager
David Cannon, Finance Director

Date: July 21, 2010

Re: Uncollectible Fire Fees

To the extent allowed by the North Carolina General Statutes, a counties board of commissioners may at its discretion, allow the write off of certain taxes and fees associated with those taxes once the 10 year statute of limitations has expired. We are requesting that the Board of County Commissioners approve the write off of the outstanding balance of fire fees associated with the 1999 tax levy. It is our firm opinion that this department has exhausted all available avenues of collection and that the remaining balance of these fees are uncollectible. The amount we are requesting to be written off is \$3,931.96. Attached is a breakdown of these fees.

Please consider this our request to have these fees relieved from the charge.

Property number	Name	Address	Tax year	Bill number	Tax detail type	Balance due
		City, State, Zip	Charge type	Unit	Fund	

7/21/2010

Unit Outstanding Balance Report

by Unit, Charge Type

<u>Unit Description</u>	<u>Charge Type Description</u>	<u>Amount Due</u>
ALLENS CROSS ROADS FEE	Fire fee	\$135.00
BAKERS VFD FEE	Fire fee	\$613.77
BEAVER LANE VFD FEE	Fire fee	\$173.76
FAIRVIEW VFD FEE	Fire fee	\$275.02
GRIFFITH ROAD FEE	Fire fee	\$67.01
LANES CREEK VFD FEE	Fire fee	\$213.52
NEW SALEM VFD FEE	Fire fee	\$82.37
SANDY RIDGE VFD FEE	Fire fee	\$219.98
SPRINGS VFD FEE	Fire fee	\$443.04
STACK ROAD VFD FEE	Fire fee	\$84.47
STALLINGS VFD FEE	Fire fee	\$3.95
UNIONVILLE VFD FEE	Fire fee	\$158.43
WAXHAW VFD FEE	Fire fee	\$577.55
WINGATE VFD FEE	Fire fee	\$884.09
Grand Total:		\$3,931.96

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 08/02/2010

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

SUBJECT: Write-off 2006 Uncollectible Motor Vehicle Taxes

DEPARTMENT: Tax Administration

PUBLIC HEARING: No

ATTACHMENT(S):
Memo to BOCC requesting to
write-off outstanding 2006 RMV
taxes

INFORMATION CONTACT:
Vann Harrell
John Petoskey

TELEPHONE NUMBERS:
704-283-3591
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Approve the requested write off of 2006 outstanding registered motor vehicle taxes.

BACKGROUND: Registered motor vehicle property taxes are billed according to the requirements listed under NCGS 105-330. These type of taxes are the most difficult tax to collect due for a myriad of reasons. Historically, Union County has maintained active collection status on motor vehicle taxes for the current year and the immediate three prior years making every effort to collect the delinquent taxes owed to the county. Due to the difficult nature of collecting motor vehicle taxes, NCGS 105-373(h) provides tax collectors with relief from collecting these type of taxes once they become one year or more delinquent. On an annual basis the Tax Collector requests that these bills be written off entering the fourth year of delinquency.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



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

704-283-3848
704-283-3897 Fax

MEMORANDUM

TO: Union County Board of Commissioners

FROM: John Petoskey, Tax Administrator
Vann Harrell, Assistant Collector of Revenue

CC: Al Greene, County Manager
David Cannon, Finance Director

DATE: July 21, 2010

RE: Uncollectible Motor Vehicle Taxes

NCGS § 105-373(h) provides that the Board of County Commissioners may at its discretion, relieve the tax collector of the charge to collect unpaid taxes on classified motor vehicles listed pursuant to NGGS § 105-330.3(a)(1) that are one (1) year or more past due when it appears to the board that the taxes are uncollectible.

Listed below are motor vehicle tax charges and collections for the 2006 tax year:

Year	Charge	Collected/Released	Balance	Collection%
2006	\$ 10,333,573.26	\$ 10,246,732,.59	\$86,840.67	99.16%

It is our firm opinion that this department has exhausted those remedies available to collect these taxes and that they should be deemed uncollectible. There are a number of reasons they should be considered uncollectible including the following: the taxpayer no longer resides in Union County, the tag number was not renewed, ownership has been transferred, the vehicle was wrecked, or the vehicle has been parked and/or is not drivable.

Please consider this request to have these taxes relieved from the charge.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 2, 2010

Action Agenda Item No. 7/10

(Central Admin. use only)

SUBJECT: Request from Indian Trail's Lions Club to hold "Sight Awareness Project" at Fred Kirby Park.

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

ATTACHMENT(S):

INFORMATION CONTACT:

Bill Whitley, Interim Director

TELEPHONE NUMBERS:

704-843-3919 (ext 22)

DEPARTMENT'S RECOMMENDED ACTION: The Parks and Recreation Department requests that the BOCC pay the required fees for Indian Trail's Lions Club to hold a "Sight Awareness" Baseball Game (exhibition) on August 21, 2010.

BACKGROUND: Mr. Bob Saks, Treasurer for the Indian Trail Lions Club and Event Coordinator has been in contact with the Parks and Recreation Staff concerning the use of Fred Kirby Park for holding a "sight awareness" exhibition baseball game on August 21, 2010. (One team will consist of all blind players.) Since this organization has limited funds and since there will not be a charge for spectators to observe the exhibition, Mr. Saks has requested that the County pay the required fees (field rental and expected entrance fees) for the use of the park facilities.

After discussion with Mr. Saks, staff placed this item on the July 21, 2010 Parks and Recreation Advisory Committee's agenda to obtain their comments. Due to the lack of a quorum at this scheduled meeting, no formal action could be taken. However, since this item was time-sensitive, staff provided a brief to the five attending members concerning Mr. Saks' request. All members indicated their desire to support the Lions Club's request. Reasons included: (1) P&R has been trying very hard to ensure that we are ADA compliant at our parks. The would assist in educating the public on why ADA compliance is so important. (2) This is a worth while non-profit organization that needs public support in meeting their mission in helping people with sight disabilities. There would be a very minimal cost to the County in supporting this worthwhile cause. (3) With County's support (seen by the public), an article could be placed in all of the County's media avenues and increase attention to this event thereby increasing the number of people that may attend this worthwhile exhibition thus increasing "sight disabilities" awareness.

FINANCIAL IMPACT: Projected cost for the event would be an estimated of \$260.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 2, 2010

Action Agenda Item No. 7/11
(Central Admin. use only)

SUBJECT: Request for Refund

DEPARTMENT: Register of Deeds **PUBLIC HEARING:** Choose one....

ATTACHMENT(S):
(1) Letter from Alexander Funeral Home, Inc.

INFORMATION CONTACT:
Crystal D. Crump

TELEPHONE NUMBERS:
704-283-3794

DEPARTMENT'S RECOMMENDED ACTION: Authorize refund in the amount of \$100.00 to Alexander Funeral Home, Inc.

BACKGROUND:

FINANCIAL IMPACT: \$100.00

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Alexander Funeral Home, Inc.

Post Office Box 36468
Charlotte, North Carolina 28236-6468

Telephone (704) 333-1167

July 8, 2010

Ms. Crystal D. Crump
Union County Register of Deeds
P.O. Box 248
Monroe, NC 2811-0248

Dear Ms. Crump,

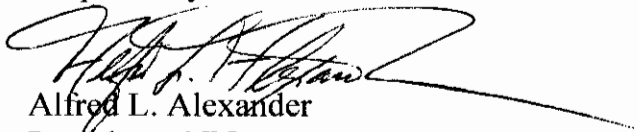
This is a letter regarding the death certificate on Ms. Deitrea Benton, who died on June 10, 2010.

On June 24, 2010 a conversation took place between our Monica F. Bailey and yourself. Mrs. Bailey was informed that the mother of Deitra Benton, P.J. Benton-Danzey was on her way to purchase ten (10) copies, because she needed them sooner than we were to receive them. Our check #1513 was mailed to your office on June 22, 2010 and Mrs. Bailey asked that since Mrs. Danzey was coming to get ten (10) copies please return our check once it arrives and you assured her that once it arrived it would be returned to us. On June 26, 2010 we received the ten (10) copies instead of the returned check.

Our immediate concern and request is that your office refund the money and the copies be returned to you.

We appreciate and thank you in advance for the manner in which you handle this matter and your cooperation.

Respectfully


Alfred L. Alexander
President, CEO

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 08/02/2010

Action Agenda Item No. 7/12
(Central Admin. use only)

SUBJECT: LSTA EZ Planning Grant Acceptance (revised)

DEPARTMENT: Library

PUBLIC HEARING: No

ATTACHMENT(S):

ALL DOCUMENTS SENT TO LEGAL
on 07/22/2010:

1. Grant award notification letter
2. Grant Agreement (2 copies)
3. Certification Regarding Debarment
and Suspension; Lobbying; Federal
Debt Status; and Nondiscrimination

(Please note that the contract originals
must be signed in blue ink.)

INFORMATION CONTACT:

Martie Smith

TELEPHONE NUMBERS:

704-283-8184 x222 (office)

704-242-0180 (mobile)

DEPARTMENT'S RECOMMENDED ACTION: Approve acceptance of the LSTA Planning Grant and authorize the County Manager to sign the grant agreement.

BACKGROUND: The State Library of North Carolina offers annual competitive grant opportunities for planning projects. In 2006, the Library received a planning grant to study patterns of growth in Union County and to develop a facilities master plan. Unlike that grant project, the current planning grant addresses service needs and helps the Library Board and staff develop a strategic plan to meet those service needs.

The grant specifically will pay for the services of Charlotte-based Scope View Strategic Advantage, whose role will be to facilitate a formal strategic initiative aimed at insuring that the Library has a realistic and relevant plan for allocating its resources for maximum benefits to the public in the next decade and beyond. The initiative includes assessment of the assets, needs and challenges within Union County; development of priorities and goals from input by staff, board members, Friends, and County residents; and an actionable implementation plan. The project is expected to be completed by April 2011.

FINANCIAL IMPACT: This grant will provide \$20,000 which will pay for the consultant's fees. There is no required local match.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

BUDGET AMENDMENT

BUDGET Library REQUESTED BY Martie Smith
FISCAL YEAR FY2011 DATE August 02, 2010

INCREASE

Description

Federal Grant 20,000

Operating Expenses 20,000

DECREASE

Description

Explanation: Appropriate federal grant funding for the LSTA Planning Grant for FY2011.

DATE _____

APPROVED BY _____

Bd of Comm/County Manager
Lynn West/Clerk to the Board

FOR POSTING PURPOSES ONLY

DEBIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>
<u>10561100-5381-1802</u>	<u>Professional Services</u>	<u>20,000</u>

CREDIT

<u>Code</u>	<u>Account</u>	
<u>10461100-4368-1802</u>	<u>Fed Grant-LSTA</u>	<u>20,000</u>

Total 20,000

Total 20,000

Prepared By awl
Posted By _____
Date _____

Number 4

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

2553

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

Party/Vendor Name: State Library of North Carolina
Party/Vendor Contact Person: Penny Hornsby Contact Phone: 919-807-7420
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: 4640 Mail Service Center City: Raleigh State: NC Zip: 27699-4640
Department: Library Amount: \$20,000.00

Purpose: LSTA Planning Grant
Budget Code(s)(put comma between multiple codes): 10-561100-5381-1802

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. 1/19/10

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

Department Head's Signature: M. Smith Date: 07/22/2010

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

Use Standard Template **RISK MANAGEMENT**
[Include these coverages: CGI ; 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: 7/29/10
Risk Manager's Signature: [Signature] Date: 7/29/10

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: _____



North Carolina Department of Cultural Resources

State Library of North Carolina
Administration and Library Development

Beverly Eaves Perdue, Governor
Linda A. Carlisle, Secretary

Mary L. Boone, State Librarian

July 2, 2010

Martie Smith, Director
Union County Public Library
316 East Windsor Street
Monroe, North Carolina 28112-4844

Dear Ms. Smith:

Congratulations! The State Library is pleased to confirm that Union County Public Library's application for a 2010-2011 **LSTA Planning Grant** has been approved for funding in the amount of **\$20,000**.

Enclosed are two copies of the **grant agreement** and a **Certification Regarding Debarment and Suspension; Lobbying; Federal Debt Status; Nondiscrimination**. After you have reviewed these documents, promptly return the signed and dated agreements (two originals), and the Debarment certification. Please sign all documents in blue ink. We remind you that you cannot encumber or spend grant or local matching funds until both your representatives and the State Librarian have signed the grant agreement.

This grant is made possible by funding from the federal Institute of Museum and Library Services (IMLS) under the provisions of the Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Cultural Resources. You are required to credit IMLS and the State Library/Department of Cultural Resources in all related publications and activities in conjunction with the use of the grant funds. The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 45.310.

Once all parties have signed the grant agreements, we will mail you a fully executed original agreement, a sample media release, and instructions for obtaining reimbursement of grant expenditures. We will also provide you with any pertinent reviewer feedback and comments about your proposal. Please remember that you must obtain prior approval from the State Library for any budget and programmatic changes.

The State Library is pleased to support this project for your library users. Please let us know if you have questions at any point. You may contact me by telephone at 919-807-7420, or by e-mail at penny.hornsby@ncdcr.gov.

Yours truly,

A handwritten signature in cursive script that reads "Penelope M. Hornsby".

Penelope M. Hornsby
Federal Programs Consultant

Enclosures (3)

NORTH CAROLINA
2010/2011

**GRANT AGREEMENT
LSTA PLANNING GRANT**

This is an agreement by and between **Union County Public Library**, hereinafter referred to as "the Library," and the State Library of North Carolina, Department of Cultural Resources, hereinafter referred to as the "State Library."

The State Library has agreed to fund this grant with federal Library Services and Technology Act (LSTA) funds in the amount of **\$20,000** to be disbursed through North Carolina Accounting System accounting fund 46011495410145. The Catalog of Federal Domestic Assistance (CFDA) number for this grant is **45.310**. This agreement is in effect upon signing by all parties, but no earlier than July 1, 2010, and will terminate on June 30, 2011, unless amended by mutual consent.

Institution and/or Library Name: Union County Public Library

Mailing Address: 316 E. Windsor Street

City, State, ZIP: Monroe, NC 28112

Contact person name/title: Martie Smith / Director

Contact person telephone: 704-283-8184 x 222

Contact person email: msmith@union.lib.nc.us

Federal Employer Identification Number: 56-6000345

Library fiscal year ending date: June 30, 2011

**IN CONSIDERATION OF RECEIVING THE ABOVE REFERENCED GRANT FUNDING,
THE LIBRARY HEREBY AGREES TO:**

1. Accept and administer an LSTA grant from the State Library in the amount of **\$20,000** for costs associated with the project represented in the Library's application, grant award letter, and any amendments thereto.
2. Abide by all Grant Provisions as certified in the grant application, including any certifications submitted with this grant agreement (Certification Regarding Debarment and Suspension; Lobbying; Federal Debt Status; Nondiscrimination) and the certification regarding compliance with the Children's Internet Protection Act (CIPA) attached as an Addendum to this agreement.
3. Regularly inform the State Library on the progress of the project.
4. Encumber and expend project (grant and matching) funds
 - only upon or after the effective date of this grant agreement and before its termination.
 - in accordance with the project budget as submitted with the project application, or as modified in the grant award letter, or as amended and approved by the State Library; and
 - in accordance with all applicable local, state and federal laws and regulations.

5. Expend project funds in a manner that ensures free and open competition.
6. Complete all project expenditures by **June 30, 2011**, or by the termination date of this agreement as amended by mutual consent.
7. Submit grant reimbursement requests with appropriate documentation of eligible project expenditures, at least quarterly, on or before October 15, January 15, April 15, and July 15. On or before **April 15, 2011**, request a minimum of seventy-five percent (75%) of the grant amount and provide an estimate of remaining grant expenses to be reimbursed after June 30. On or before **July 15, 2011**, submit a final request for reimbursement.
8. If eligible, the Library and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
9. Label all equipment with a cost of \$1,000 or more as purchased with LSTA funds and list this equipment on biennial inventory reports requested by the State Library for five years following purchase. Items costing \$5,000 or more shall be listed until no longer needed for the project or at the end of useful life. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal will be cleared with the State Library.
10. Acknowledge the Institute of Museum and Library Services in all related publications and activities in conjunction with the use of the grant funds, with a credit acknowledgement as follows: "This publication/activity/program/etc was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Cultural Resources." Submit a copy of any publications or materials produced under the grant to the State Library.
11. Provide library services resulting from the grant to all members of the community served, in compliance with all Federal statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age.
12. Request prior written approval from the State Library for any subcontracting or assignment to any subgrantee or assignee. Neither the Library nor any subgrantee or assignee is relieved of the duties and responsibilities of this agreement. Subgrantees and assignees agree to abide by the terms of this agreement and must provide all information necessary for the Library to comply with the terms of this agreement.
13. Revert any unexpended funds to the State Library upon termination of this agreement.
14. Submit a final report to the State Library by September 30, 2011, providing a summary of project expenditures and appropriate narrative and evaluative elements, assessing the extent of performance goals achieved.
15. Certify upon completion of the grant that grant funds were received, used, and expended for the purposes for which they were granted.
16. Maintain adequate financial records to ensure complete reporting, and retain programmatic, financial, and audit records relating to the grant for a minimum of five years from the due date of the final grant report or until all audit exceptions have been resolved, whichever is longer. Provide access upon request to the Department of Cultural Resources, Office of the State Auditor, Institute of Museum and

Library Services and the Comptroller General or their designees, to all records and documents related to the award, including audit work papers in possession of any auditor of the Library.

17. Ensure that grant funds are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations, and, as applicable, according to the standards of the federal Single Audit Act of 1984 as amended 1996 and 2003, and Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
18. Comply with the requirements of North Carolina General Statute 143C-6-23: "State grant funds: administration; oversight and reporting requirements" and the corresponding rules of North Carolina Administrative Code, Title 9, Subchapter 03M, "Uniform Administration of State Grants," including submission of required financial reports within six months (or nine months for \$500,000 threshold) of the end of the Library's fiscal year(s) in which grant funds are received.
19. File with the State Library a copy of the Library's **policy addressing conflicts of interest** that may arise involving the Library's management employees and members of its board of directors, commissions, or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Library's employees or members of its board, commissions, or other governing body, from the Library's disbursing of grant funds and local matching funds and shall include actions to be taken by the Library or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. (N.C.G.S. 143C-6-23(b)). The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234.
20. File with the State Library the Library's sworn written statement completed by the Library's board of directors or other governing body stating that, pursuant to N.C.G.S. 143C-6-23(c), the Library does not have any **overdue tax debts**, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of G.S. 160A-479.11 and 14-234.

THE STATE LIBRARY AGREES TO:

1. Award LSTA grant funds to the Library in the amount and under the terms and conditions stated above, subject to the availability of funds.
2. Pay LSTA grant funds upon receipt of approvable reimbursement requests submitted quarterly by the Library. Pay by June 30, 2011, all approved requests received on or before April 15, 2011, and by August 31, 2011, all approved requests received by July 15, 2011.
3. Assist the Library as appropriate and necessary with the implementation of this project. Provide monitoring and oversight through a combination of periodic emails, calls, visits, and review of reimbursement requests and reports.
4. Report on this project to the federal funding agency, the Institute of Museum and Library Services, and to the North Carolina Office of the State Auditor and the Office of State Budget and Management in accordance with all applicable federal and state requirements.

THIS AGREEMENT may be amended, if necessary, upon the mutual acceptance of a written amendment to this agreement signed and dated by the Library and the State Library. Such amendment(s) shall state any and/or all change(s) to be made. This agreement may be terminated by mutual consent with 60 days' prior written notice or as otherwise provided by law.

[Please sign in blue ink.]

x MS Smith
Signature, Library Director
(Printed Name) Martha S. Smith

Date 07/27/2010

x _____
Signature, Local Government or Institutional Representative
(Printed Name / Title) _____

Date _____

x _____
Signature, Mary L. Boone, State Librarian

Date _____

Mail this form with original signatures in blue ink to:
LSTA Grant Agreements; Library Development Section, State Library of North Carolina;
4640 Mail Service Center, Raleigh, NC 27699-4640.

GRANT AGREEMENT 2010/2011
ADDENDUM: Children's Internet Protection Act

Library Name: **Union County Public Library**
Grant Category: **LSTA Planning Grant**

The application of Union County Public Library for a 2010-2011 LSTA Planning Grant included the required LSTA CIPA certification form. By authorized signature the applicant library certified that:

- The CIPA requirements do not apply because no funds made available under the LSTA program are being used to purchase computers to access the Internet, or to pay for direct costs associated with accessing the Internet.

Pursuant to the applicant library's certified statement on the *Internet Safety Certification* form, the library does not need to make an additional certification with regard to Internet safety under LSTA.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION; LOBBYING; FEDERAL DEBT STATUS; AND NONDISCRIMINATION

1. DEBARMENT AND SUSPENSION

The grantee shall comply with 2 CFR Part 3185. The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that neither the grantee nor any of its principals:

- (a) Are presently excluded or disqualified;
- (b) Have been convicted within the preceding three years of any of the offenses listed in 2 CFR section 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR section 180.800(a);
or
- (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this submission.

The grantee is required to communicate the requirement to comply with 2 CFR Part 180 Subpart C (Responsibilities of Participants Regarding Transactions Doing Business With Other Persons) to persons at the next lower tier with whom the grantee enters into covered transactions.

2. LOBBYING

As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over \$100,000, the grantee certifies to the best of his or her knowledge and belief that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the grantee) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall request, complete, and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3. FEDERAL DEBT STATUS

The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that the grantee is not delinquent in the repayment of any Federal debt.

4. NONDISCRIMINATION

As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 C.F.R. Part 1180.44, the undersigned, on behalf of the grantee, certifies that the grantee will comply with the following nondiscrimination statutes and their implementing regulations:

- (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability in Federally-assisted programs;
- (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-83, 1685- 86), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance;
- (d) The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in Federally-assisted programs;

The undersigned further provides assurance that it will include the language of these certifications in all subawards and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the grantee, I hereby certify that the grantee will comply with the above certifications.

Signature of Authorized Certifying Official

Print Name and Title of Authorized Certifying Official

Date

CERTIFIED STATEMENT
FY 2011
RURAL OPERATING ASSISTANCE PROGRAM
County of Union

AGENDA ITEM
7/13
MEETING DATE 8/2/10

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips and for other transportation services for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CTSP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government is the only eligible recipient of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP application. NCDOT will disburse the ROAP funds only to the county and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips and transportation services provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2010 to June 30, 2011 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Union North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips and services for five years that prove that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips and transportation services provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips and other transportation services when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2011 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county manager will provide written assurance to the Public Transportation Division that the employment transportation needs in the county have been met prior to transferring any Employment Transportation Program (EMPL) funds or Supplemental EMPL funds. The letter will describe the process used to make this determination. Transfer of EMPL or SuppEMPL funds is prohibited if there are any unmet needs or service strategies in the Coordinated Public Transit – Human Services Transportation Plan that have not been addressed.
- The county will provide an accounting of trips, services and expenditures in semi-annual reports to NCDOT – Public Transportation Division or its designee.
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY 2011 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly & Disabled Transportation Assistance Program (EDTAP)		\$ 82,767.00
Employment Transportation Assistance Program (EMPL)		\$ 29,604.00
Rural General Public Program (RGP)		\$ 103,990.00
Supplemental EDTAP		\$ 47,711.00
Supplemental EMPL		\$ 37,129.00
Supplemental RGP		\$ 92,133.00
TOTAL		\$ 393,334.00

WITNESS my hand and county seal, this _____ day of _____, 20_____.

Signature of Board of County Manager/Administrator

Signature of Board of County Commissioners Chairperson

Printed Name of County Manager/Administrator

Printed Name of Chairperson

State of North Carolina County of _____

Signature of County Finance Officer

County Seal Here

Printed Name of County Finance Officer

BUDGET AMENDMENT

BUDGET _____ REQUESTED BY _____
FISCAL YEAR FY2011 DATE _____

INCREASE

DECREASE

Description

Description

State Revenue _____ 16,544 _____

Operating Expenses _____ 16,544 _____

Explanation: Appropriate additional state grant funding for the NC Department of Transportation Rural Operating Assistance Program for FY 2011.

DATE _____

APPROVED BY _____

Bd of Comm/County Manager
Lynn West/Clerk to the Board

FOR POSTING PURPOSES ONLY

DEBIT

CREDIT

Code Account Amount Code Account _____

10558100-5290-1680 Tools & Supplies 2,968 10458100-4485-1680 State Revenue EDTAP 2,062

10553101-5396-1450 Transportation 13,576 10458100-4495-1680 State Revenue RGP 906

_____ _____ _____ 10453101-4485-1450 State Revenue Employment 13,576

Total 16,544

Total 16,544

Prepared By _____
Posted By _____
Date _____

Number 2

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 2, 2010

Action Agenda Item No. 7/14
(Central Admin. use only)

SUBJECT: Request for Refund

DEPARTMENT: Register of Deeds **PUBLIC HEARING:** Choose one....

ATTACHMENT(S): (1) Letter from Brock & Scott, PLLC **INFORMATION CONTACT:** Crystal D. Crump

TELEPHONE NUMBERS:
704-283-3794

DEPARTMENT'S RECOMMENDED ACTION: Authorize refund in the amount of \$176.00. Attorney has filed a corrective Substitute Trustee's Deed with the correct amount.

BACKGROUND:

FINANCIAL IMPACT: \$176.00

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

BROCK & SCOTT, PLLC
5431 OLEANDER DRIVE, SUITE 200
WILMINGTON, NC 28403
PHONE: (910) 392-4988
FAX: (910) 392-8587

June 16, 2010

Union County Register Of Deeds
500 N. Main Street
Monroe, NC 28112

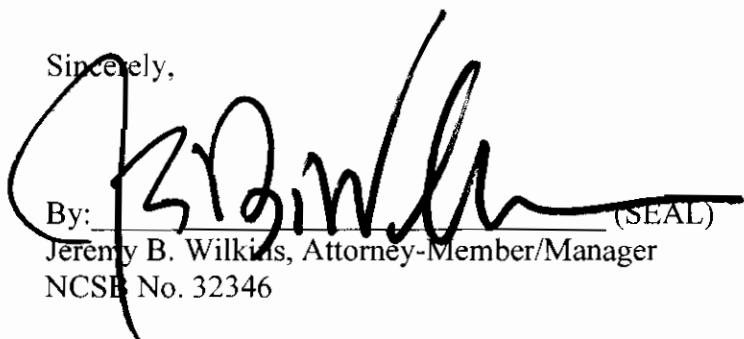
Special Proceeding: 09 SP 1452
RE: File No. 09-17490
Name Per Lender: JAMES E. MCKINNEY AND DEBRA A. MCKINNEY
Property Address: 4080 Blossom Hill Drive
Weddington, NC 28104

Dear Sir or Madam:

Enclosed is a copy of the recorded Substitute Trustee's Deed, an original executed Corrective Substitute Trustee's Deed, and a check in the amount of \$352.00 for excise tax concerning the above-referenced property. On the original deed we miscalculated the excise tax, and only provided you with excise tax in the amount on \$176.00 please provide a refund for the original excise tax amount of \$176.00 and accept our payment for the correct amount of \$352.00 for the excise tax.

If you should have any questions, please do not hesitate to contact me. Thank you for your assistance.

Sincerely,

By:  (SEAL)
Jeremy B. Wilkins, Attorney-Member/Manager
NCSE No. 32346

Enclosures

5294
0364

FILED
UNION COUNTY, NC
CRYSTAL CRUMP
REGISTER OF DEEDS
FILED Mar 03, 2010
AT 04:14 pm
BOOK 05294
START PAGE 0364
END PAGE 0366
INSTRUMENT # 04948
EXCISE TAX \$176.00
RS

THIS INSTRUMENT PREPARED BY BROCK & SCOTT, PLLC
RETURN TO: GRANTEE

Michael J. Collins
4074 Blossom Hill Drive
Weddington, NC 28104
File Number: 09-17490

PIN #: 06174401

Excise Tax: \$176.00

STATE OF NORTH CAROLINA

SUBSTITUTE TRUSTEE'S DEED

COUNTY OF UNION

THIS SUBSTITUTE TRUSTEE'S DEED, made this 2 March 2010, by and between Brock & Scott, PLLC, Substitute Trustee in the Deed of Trust hereinafter mentioned, ("Grantor"), and **Michael J. Collins**, his successors and assigns as their interests may appear, whose address is **4074 Blossom Hill Drive, Weddington, NC 28104**, ("Grantee");

WITNESSETH:

WHEREAS, JAMES E. MCKINNEY AND DEBRA A. MCKINNEY, executed and delivered a **Deed of Trust dated June 28, 2007 and recorded on June 29, 2007 in Book 04608 at Page 0532** of the Union County Public Registry, to PRLAP, INC., as Trustee; and

WHEREAS, the beneficial interest of said Deed of Trust was originally held by and remains with, or was transferred and assigned to Bank of America, N.A.; and

WHEREAS, default having occurred in the payment of the indebtedness secured by said Deed of Trust and Grantor having been substituted as trustee, as set forth in **Appointment of Substitute Trustee recorded on September 1, 2009, in Book 5205 at Page 380 of the Union County Public Registry**, due demand was made on the Grantor by the owner and holder of the indebtedness secured by said Deed of Trust that it foreclose the said Deed of Trust and sell the property under the terms thereof; and

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0365

WHEREAS, under and by virtue of the power and authority in it vested by said Deed of Trust and according to the terms and the stipulations of the same, and having instituted a special proceeding before the Clerk of Superior Court of Union County, entitled Special Proceedings No. 09 SP 1452, and after due advertisement as in said Deed of Trust provided and as by law required, and due and timely notice having been given to the parties of said special proceeding, and a proper hearing having been conducted on December 10, 2009, whereupon the Clerk of Superior Court of Union County, North Carolina, authorized Grantor to proceed under said Deed of Trust and sell the real property as herein below described, Grantor, on February 2, 2010 at 12:30PM, did expose the land described in said Deed of Trust, and hereinafter described and conveyed, subject to any and all superior liens, including without limitation, the lien of unpaid taxes and assessments, easements, conditions, restrictions and matters of record, for sale at public auction at the Union County Courthouse door, when and where Michael J. Collins was the last and highest bidder for said land at the price of \$175,600.00; and

WHEREAS, Grantor duly reported the land sale to the Clerk of Superior Court of Union County as required by law, and thereafter said sale remained open ten days, and no increased bid has been filed within the time allowed by law;

NOW, THEREFORE, in consideration of the premises and of the payment of the said purchase price by the Grantee, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the authority vested in it by the terms of the said Deed of Trust, Grantor does hereby bargain, sell, grant and convey unto Grantee and their successors and assigns, all that certain lot or parcel of land lying and being in the County of Union, State of North Carolina, and being more particularly described as follows:

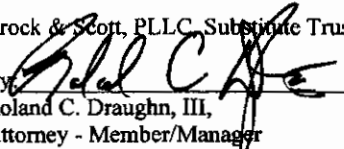
BEING ALL OF LOT 214 OF HIGHGATE SUBDIVISION, PHASE 3 AS SAME IS SHOWN ON A MAP THEREOF RECORDED IN MAP BOOK 1 AT PAGE 845 IN THE UNION COUNTY PUBLIC REGISTRY.

Said property is commonly known as 4080 Blossom Hill Drive, Weddington, NC 28104.

TO HAVE AND TO HOLD the said land, together with all privileges and appurtenances as thereunto belonging unto the said Grantee, his successors and assigns, forever, in as full and ample manner, as Grantor, Substitute Trustee, is authorized and empowered to convey same.

IN WITNESS WHEREOF, Grantor, Substitute Trustee of the aforesaid Deed of Trust, has hereunto set its hand and affixed its seal the day and year first above written.

Brock & Scott, PLLC, Substitute Trustee

By  (SEAL)
Roland C. Draughn, III,
Attorney - Member/Manager
NCSB No. 36725

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0366 ..

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Tanya F. Shue, a Notary Public of Pender County and State aforesaid, do hereby certify that Roland C. Draughn, III, Attorney – Member/Manager of Brock & Scott, PLLC, Substitute Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the professional limited liability company.

WITNESS my hand and notary stamp or seal this 2nd day of March, 2010.

Tanya F. Shue
Notary Public
Tanya F. Shue

05/30/2011
My Commission Expires

NOTARY SEAL

