

**AGENDA**  
**UNION COUNTY BOARD OF COMMISSIONERS**  
**Regular Meeting**  
**Monday, August 16, 2010**  
**7:00 P.M.**  
**Board Room, First Floor**  
**Union County Government Center**  
**500 North Main Street**  
**Monroe, North Carolina**

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[www.co.union.nc.us](http://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: HealthQuest of Union County  
(\*Estimated Time: 5 Minutes)
  
2. **Informal Comments** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** No action required
  
3. **Additions, Deletions and/or Adoption of Agenda** (\*Estimated Time: 5 Minutes)  
**ACTION REQUESTED:** Adoption of Agenda
  
4. **Consent Agenda** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** Approve items listed on Consent Agenda

**Old Business:**

5. **Wesley Chapel Fire & Rescue Request for Sewer Allocation** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** Adopt Amendment to the Sewer Allocation Policy
  
6. **Consideration of Text Amendment to the Union County Land Use Ordinance Regarding Attendance Requirements for Alternate Members** (\*Estimated Time: 10 Minutes) (Public Hearing Held on August 2, 2010)  
**ACTION REQUESTED:** Consider text amendment and applicable Statement of Consistency
  
7. **Carolinas Medical Center-Union – Request for Approval of Capital Expenses** (\*Estimated Time: 15 Minutes)
  - a. 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

- b. Waxhaw Emergency Department  
**ACTION REQUESTED BY CMC-UNION:** CMC-Union requests approval of the capital expenses

**New Business:**

8. **Voluntary Agricultural District (VAD) Sign Presentation to Frank Howey, Jr. and Report on Current Acreage in the VAD Program** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** Presentation of sign to Frank Howey, Jr.
9. **Safer Communities Ministry Annual Report** (\*Estimated Time: 5 Minutes)  
**ACTION REQUESTED:** Receive report
10. **Lease for Office Space for Department of Community Corrections (Adult Probation and Parole)** (\*Estimated Time: 10 Minutes) (This item was on the August 2, 2010, regular agenda and also on the August 6, 2010, special meeting. The item was pulled from the August 6, 2010, special meeting at the request of staff.)  
**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
11. **Presentation from Frontier Communications** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** Receive presentation
12. **Presentation of FY 2011 North Carolina Department of Transportation Secondary Roads Construction Program** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** Adopt Resolution Accepting FY 2011 Secondary Roads Construction Program
13. **Tax Administrator - Order of Collection** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** Adopt Order of Collection
14. **Interim County Manager's Compensation** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** Staff defers to Chairwoman Rogers
15. **Discussion of Legal and Ethical Concerns** (\*Estimated Time: 10 Minutes)  
**ACTION REQUESTED:** Staff defers to Commissioner Baucom
16. **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
17. **Discussion of Health Benefits for Commissioners** (\*Estimated Time: 10 Minutes).  
**ACTION REQUESTED:** Staff defers to Commissioner Baucom for a recommendation
18. **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

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

- a. Agricultural Advisory Board
- b. Criminal Justice Partnership Program
  - 1. Union County Health Director
  - 2. Judge of Superior Court
  - 3. District Court Judge
  - 4. Employment and Training Representative
  - 5. Members at Large (4)

**ACTION REQUESTED:** Consider appointments

20. **County Manager's Comments**

21. **Commissioners' Comments**

**CONSENT AGENDA**  
**August 16, 2010**

1. **Contracts and Purchase Orders Over \$20,000**
  - a. Agreement with Administrative Office of the Courts
  - b. Task Order No. 5F with CDM for Engineering Services for East Side Sewer System Improvements in the Amount of \$38,021
  - c. Task Order No. 14 with CDM for Engineering Services for Replacement of the Tallwood Estates Wastewater Treatment Plant (WWTP)

**ACTION REQUESTED:** Authorize the County Manager to approve Items a-c, above, pending legal review
2. **Health Department Codes and Associated Fees**

**ACTION REQUESTED:** Approve fees as presented (approved by the Board of Health at its August 2010 meeting)
3. **Tax Administrator**
  - a. Corrected Refunds from January 2010 (approved on February 15, 2010)
  - b. Second Motor Vehicle Billing in the Total Amount of \$1,073,461.04

**ACTION REQUESTED:** Approve Items 4a and b
4. **Agenda and Meeting Management System**

**ACTION REQUESTED:** Adopt Budget Ordinance Amendment #5 to Re-Appropriate Funding for Agenda and Meeting Management System
5. **Request from United Way for County Assistance with Solid Waste Tipping Fees for Day of Caring Event (August 28, 2010)**

**ACTION REQUESTED:** Authorize transfer from General Fund to Enterprise Fund for Solid Waste Fees Associated with Day of Caring Event not to Exceed \$2,000
6. **Amendment to FEMA Law & Associates Agreement**

**ACTION REQUESTED:** Authorize Interim Manager to approve amendments to (i) FEMA Law & Associates engagement agreement, and (ii) Weddington interlocal agreement to increase total expenditures from \$20,000 to \$30,000
7. **Workers' Compensation Settlement Agreement**

**ACTION REQUESTED:** Authorize the County Manager to approve settlement agreement of a workers' compensation claim in the amount of \$40,000
8. **Recommendation by Parks and Recreation Advisory Committee Regarding Fee Proposal for Tournaments**

**ACTION REQUESTED:** Approve the Parks and Recreation Advisory Committee's recommendations for: 1) Tournament fees for Union County owned athletic fields; 2) Entrance fees for Jesse Helms and Fred Kirby Parks; and 3) Complimentary permits for all team members of teams renting County athletic fields
9. **Public Works Department – Circle Drive and Younts Road Water Main Extension**

**ACTION REQUESTED:** Accept bids, award bid to the lowest bidder, C&W Utilities, in the amount of \$345,095.53, and authorize the County Manager to approve an agreement with C&W Utilities, subject to legal review

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**INFORMATION ONLY  
NO ACTION REQUESTED**

1. Personnel Department's Monthly Report for July 2010
2. Department of Inspection's Monthly Report for July 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 16, 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); and 2) discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations in accordance with G.S. 143-318.11(a)(4).

Kim Rogers, Chairman  
Union County Board of Commissioners

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: August 16, 2010**

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

**SUBJECT:** Presentation by HealthQuest of Union County

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

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

**TELEPHONE NUMBERS:** 704-283-3546

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

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

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

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

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

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:**



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: August 16, 2010**

**Action Agenda Item No.** 411a  
(Central Admin. use only)

**SUBJECT:** District Attorney Contract

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

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**ATTACHMENT(S):**  
Draft Contract

**INFORMATION CONTACT:**

Al Greene  
Dave Cannon

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**TELEPHONE NUMBERS:**

704-292-2625  
704-286-3631

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**DEPARTMENT'S RECOMMENDED ACTION:**

Authorize County Manager to execute agreement for an Assistant District Attorney (ADA) with John Snyder, III District Attorney, Prosecutorial District 20B and the North Carolina Administrative Office of the Courts (NCAOC), pending legal review.

**BACKGROUND:** The FY 2011 budget contains \$70,000 for the District Attorney to employ an ADA to improve disposition of cases involving public safety thereby mitigating the pre-trial jail population at the County Detention facility. The \$70,000 provided for funding salary and related benefits of the ADA and limited operating expenses. The contract language requires a settle-up at the end of the fiscal year for costs actually incurred for the ADA. The NCAOC will be reimbursing Union County \$10,885 for the FY2010 settle-up.

**FINANCIAL IMPACT:** \$70,000 is appropriated in the FY 2011 budget.

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**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

2555

Party/Vendor Name: North Carolina Administrative Office of the Courts

Party/Vendor Contact Person: Pam McSheehan

Contact Phone: 704-989-2932

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 2448

City: Raleigh

State: NC

Zip: 27602

Department: Finance

Amount: \$70,000

Purpose: One Assistant District Attorney Position for FY2010 - 2011

Budget Code(s)(put comma between multiple codes): 10541612-5630

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: 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: 

Date: 27 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: \_\_\_\_\_

Approval by Manager subject to authorization by Board

Date: \_\_\_\_\_

Date Board authorization requested: 8/16/10

Clerk to confirm authorization given

Use Standard Template

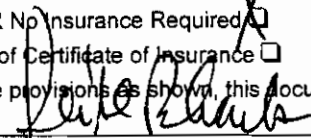
## RISK MANAGEMENT

[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: 

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  
UNION COUNTY

THIS AGREEMENT made and entered into by and between the Union County (hereinafter "the County"); John Snyder, III, District Attorney, Prosecutorial District 20B (hereinafter "the District Attorney"); and the North Carolina Administrative Office of the Courts (hereinafter "the NCAOC").

WITNESSETH

THAT WHEREAS, the District Attorney has applied to the NCAOC Director, pursuant to G.S. 7A-64, for authority to hire an Assistant District Attorney to address the expanding pretrial jail population in Union County, whose cases have accumulated on the dockets of Prosecutorial District 20B and the District Attorney's Office is unable to dispose of these cases in a manner to keep the dockets reasonably current; and

WHEREAS, pursuant to G.S. 153A-212.1, the County may appropriate funds under contract with the NCAOC for the provision of services for the speedy disposition of cases involving a threat to public safety; and

WHEREAS, the County has appropriated funds to implement a program of expediting these cases and has budgeted the annualized sum to pay for the personnel position costs for each position listed in Appendix A; and

WHEREAS, the NCAOC Director has found that the District Attorney has made a showing, pursuant to G.S. 7A-64, that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases involving a threat to public safety within the meaning of that statute; and

WHEREAS, the County desires to pay to the NCAOC on behalf of the District Attorney the amounts specified herein for the use by the District Attorney to hire personnel as shown in Appendix A; and

WHEREAS, the NCAOC is responsible for administering the receipts and expenditures of the judicial branch, including the office of the District Attorney; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the NCAOC agrees to administer the funds on behalf of the District Attorney for the positions shown in Appendix A.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. The term of this Agreement shall be for a period of one year, beginning on July 1, 2010 and terminating on June 30, 2011.
2. The employee under this contract will be the employee of the District Attorney accordingly for all purposes, and shall be hired by and work under the supervision and direction of the District Attorney for Prosecutorial District 20B.
3. The County will be responsible for paying the personnel and operating costs as budgeted and outlined in Appendix A, and any other related costs that may arise. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The District Attorney shall provide space and furnishings for this position commensurate with other staff offices. The NCAOC shall provide administrative services (including Human Resources processing and payroll services) to the District Attorney pursuant to this Agreement, but shall not contribute funds or be responsible for any operating expenses of the project, nor shall the NCAOC be responsible for the hiring or supervision of the positions.
4. The County shall provide funds to the NCAOC Deputy Director for Financial Services as shown in Appendix A. Any changes in salary shall be communicated in writing to the County Manager, District Attorney, and the NCAOC. Upon agreement of the parties, the monthly payments will be revised based upon this information, but in no event shall the total annual personnel costs exceed the amount shown in Appendix A without the prior written approval of the County Manager and the District Attorney.
5. The County agrees to provide to the NCAOC all operating costs associated with the positions in this contract in accordance with annual NCAOC position cost statements supplied by the NCAOC Financial Services Division, as outlined in Appendix A. Typical operating costs in NCAOC position cost statements represent expenditures such as transportation, meals and lodging, postage, registration fees, maintenance agreements, office equipment, general office supplies, telephone service and equipment, personal computer and printer, software, and wiring and installation. Using funds provided by the County, the NCAOC will purchase and maintain all equipment outlined in Appendix A. The County will submit payment upon the receipt of a detailed invoice.
6. The County agrees that it will increase the payments under this Agreement by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this Agreement, with each increase to become effective on the effective date of the relevant increase in compensation or benefits as set forth by the North Carolina General Assembly. Should the amounts needed for any increase exceed ten percent (10%) of the total contract amount, however, the County must agree in writing to any amount in excess

of ten percent (10%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of ten percent (10%), then the parties may terminate this contract in accordance with paragraph 8 below.

- a. Any increase in salary due to legislative act, reclassification or in-range adjustment
  - b. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers' and State Employees' Retirement System or the Consolidated Judicial Retirement System
  - c. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers' and State Employees' Major Medical Plan
7. The NCAOC and the County shall maintain all appropriate documentation of expenditures under this contract for examination by the Office of the State Auditor. Upon request, the NCAOC shall provide to the County copies of said documentation and the County shall provide to the NCAOC copies of such documentation.
  8. This Agreement may be terminated by the County, the NCAOC, or the District Attorney upon giving sixty (60) days' notice in writing or by mutual consent of all of the parties.
  9. The District Attorney shall immediately advise the County in writing if any of the positions are vacated without a replacement. Said vacancy may suspend the operation of this Agreement until the position is filled.
  10. It is understood and agreed between the County, the District Attorney, and the NCAOC that the payment specified in this Agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation, availability, or appropriation of funds by the County.
  11. It is understood and agreed between the County, the District Attorney, and the NCAOC that this Agreement is entered into pursuant to G.S. 7A-64 and 153A-212.1, and that nothing in this Agreement shall be construed to obligate the NCAOC to maintain or request funding for positions or services initially provided under this Agreement.
  12. This Agreement may be amended by written agreements executed by all parties, except that if the only change is an increase in positions and corresponding costs, then only the County and the NCAOC need sign the amendment.
  13. This Agreement, including Appendix A attached and incorporated herein by reference, is the entire Agreement among the parties and there are no other Agreements, oral, written, expressed or implied.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement, in triplicate originals, as of the date first written below. The undersigned County Manager agrees to provide the NCAOC with copies of minutes or other documentation authorizing him to execute this contract on behalf of the County.

This the \_\_\_ day of \_\_\_\_\_, 2010.

UNION COUNTY

Attest:

BY: \_\_\_\_\_  
Alfred W. Greene, County Manager

\_\_\_\_\_  
Clerk to the Board of County  
Commissioners

DISTRICT ATTORNEY  
PROSECUTORIAL DISTRICT 20B

BY: \_\_\_\_\_  
John C. Snyder, III

NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

BY: \_\_\_\_\_  
Judge John W. Smith, Director

Approved as to Form:

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

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
County Finance Director

APPENDIX A

Estimated Contract/Grant Cost

03/15/10

Invoices will be based on actual, not estimated, costs

**Position Title: ASSISTANT DISTRICT ATTORNEY**

Incumbent: Vacant (2100-2861)

		FY 2011 Original	FY 2011 Adjust- ments	Projected FY 2011 Costs
<b>Salary</b>		\$51,992		\$51,992
<b>Social Security 7.65%</b>		\$3,978		\$3,978
<b>Retirement 10.51%</b>		\$5,465		\$5,465
<b>Health Insurance</b>		\$5,000		\$5,000
<b>Unemployment 1.712%</b>		\$890		\$890
<b>General Office Supplies</b>		\$987		\$987
<b>Postage</b>		\$360		\$360
<b>Training/Conference Registration Fees</b>		\$590	-\$590	\$0 <sup>3</sup>
<b>Other Administrative Expenses</b>		\$500	-\$500	\$0 <sup>2</sup>
<b>Law Books</b>		\$500	-\$500	\$0 <sup>3</sup>
<b>Expert Witness Fees</b>		\$5,000	-\$5,000	\$0 <sup>3</sup>
<b>Transcripts, Records, &amp; Briefs</b>		\$3,000	-\$3,000	\$0 <sup>3</sup>
<b>Court Exhibits</b>		\$1,000	-\$1,000	\$0 <sup>3</sup>
<b>Office Equipment (new positions only)</b>		\$858	-\$858	\$0 <sup>3</sup>
Dictation unit	\$498			
File cabinet	\$360			
<b>Desk Top Computer &amp; Printer</b>		\$1,200	-\$1,200	\$0 <sup>4</sup>
<b>Computer Software</b>		\$525	-\$525	\$0 <sup>4</sup>
<b>Scanner</b>		\$1,463	-\$1,463	\$0 <sup>3</sup>
<b>DVD Duplicator</b>		\$713	-\$713	\$0 <sup>4</sup>
<b>Telecommunications</b>				
Equipment, wiring, installation		\$600	-\$600	\$0 <sup>3</sup>
Phone line		\$600		\$600
Data connectivity		\$500		\$500
<b>Maintenance Agreements</b>				
Telecommunications equipment		\$225		\$225
Computer equipment		\$75		\$75
<b>In-State Travel</b>				
Ground transportation		\$2,106		\$2,106
Lodging (4 days x \$75/day)		\$300		\$300
Meals (4 days x \$35.15/day)		\$141		\$141
<b>Total Cost</b>		\$88,568	-\$15,949	\$72,619
<b>Total Recurring Cost</b>		\$83,209	-\$10,590	\$72,619
<b>Total Non-Recurring Cost</b>		\$5,359	-\$5,359	\$0

Non-recurring (N/R) costs are incurred when the position is new or related equipment is purchased or replaced.

1 County or other grant funding will reimburse employee directly for any travel expenses in excess of the budgeted amount

2 AOC waives recoupment in FY 2011

3 Expenses not anticipated in FY 2011

4 AOC will continue to provide AOC-purchased & owned computers for use in FY 2011 only at no charge.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: August 16, 2010

Action Agenda Item No. 4/16

(Central Admin. use only)

**SUBJECT:** East Side Sewer System Improvements - Task Order 5F with CDM

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**DEPARTMENT:** Public Works

**PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
Task Order No. 5F

**INFORMATION CONTACT:**  
Ed Goscicki

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**TELEPHONE NUMBERS:**  
704-296-4212

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**DEPARTMENT'S RECOMMENDED ACTION:** Authorize the County Manager to execute the Task Order No. 5F contingent upon legal review.

**BACKGROUND:** On February 1, 2010, the Board of County Commissioners approved moving forward with the East Side Sewer Improvements Project, which included the replacement of pumps at both Pump Station No. 1 and No. 2 and construction of approximately 14,300 lf of 24-inch forcemain and 9,000 lf of 18-inch forcemain. In addition to this design work the BOCC directed staff to apply for the \$1.9 million dollar grant from the U.S. Environmental Protection Agency. Based on this approval CDM was selected to provide engineering services and Grant Assistance for the project.

As a part of the review process CDM has received notice from NCDENR's Construction Grants and Loans (CG&L) Division, that in order for the East Side Sewer Improvements Project to meet the EPA Grant Requirements, profiles must be included for the entire force main alignment. The attached Task Order 5F includes the necessary engineering required to add approximately 38,550 lf of profiles to the existing construction drawings.

**FINANCIAL IMPACT:** Current funding is available and the total engineering fee is \$38,021.00.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**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

2568

Party/Vendor Name: Camp Dresser & McKee

Party/Vendor Contact Person: Jeff Payne Contact Phone: 704-342-4546

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

Address: 301 S. McDowell St, Ste 512 City: Charlotte State: NC Zip: 28204

Department: Public Works Amount: \$38,021

Purpose: East Side Sewer System Improvements Additional Design Services

Budget Code(s)(put comma between multiple codes): 64-571400-5594-5E002

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

TYPE OF CONTRACT: (Please Check One)  New  Renewal  Amendment Effective Date: \_\_\_\_\_

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

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

Department Head's Signature: [Signature] Date: 5/11/10

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: 8/16/10

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: \_\_\_\_\_ 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: \_\_\_\_\_

## APPENDIX

### EXHIBIT A

This Task Order pertains to an Agreement by and between UNION COUNTY (OWNER), and Camp Dresser and McKee (ENGINEER), dated June 30, 2004 (the Agreement). ENGINEER shall perform services on the Project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Project described below.

**TASK ORDER NUMBER: 5F**

**PROJECT NAME: East Side Sewer System Improvements Additional Design Services**

#### **PART 1.0 PROJECT DESCRIPTION:**

Task Order No. 5C was for the re-design associated with the upsizing of the East Side Sewer System force main between Pump Station No. 3 and the City of Monroe WWTP. This Task Order No. 5D is for additional services associated with this project. Force main profile drawings are now being required by NCDENR for plan approval per their requirements for EPA STAG Grants. As a result, profile drawings of the force main re-designed under Task Order No. 5C which includes 15,250-linear feet of 16-inch diameter force main, 9,000-linear feet of 18-inch diameter force main and 14,300- linear feet of 24-inch diameter force main must be completed in order to receive the EPA Grant.

#### **PART 2.0 SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER ON THE PROJECT:**

Basic Services to be provided by the ENGINEER under this Task Order No. 5F shall be limited to the following:

- Task 100 - Project Management
- Task 200 - Construction Drawings
- Task 300 - Technical Review

The detailed scope of services for the basic services included under this Task Order (Tasks 100 through 300) follows:

#### **TASK 100 PROJECT MANAGEMENT**

This task includes those activities involved with the monitoring and control associated with completing the profile drawings, including quality, budget, and schedule.

## **TASK 200 CONSTRUCTION DRAWINGS**

The final construction drawings will include twenty profile drawings of the force main (approximately 38,550 linear feet) as required by NCDENR for plan approval in conformance with their requirements for EPA STAG Grants. Force main profile drawings will be prepared as follows:

- Scale: 1" = 40 ft profile view

It is assumed that no additional surveying will be required as part of the design effort and that the vertical location of all existing utilities will be assumed based on standard depths of cover for each type of utility. No vacuum extractions are included as a part of this scope of work.

## **TASK 300 TECHNICAL REVIEW**

ENGINEER will submit for the OWNER's review three (3) full-size copies of Drawings. Upon review by the OWNER, a meeting will be held with the ENGINEER and the OWNER to discuss the OWNER's comments and decide what revisions are to be made to the Drawings.

### **PART 3.0 ADDITIONAL SERVICES (NOT BUDGETED):**

ENGINEER agrees to perform out-of-scope services as requested by OWNER and as may be determined throughout the life of this project. If the need for such services is identified, ENGINEER will prepare a written Task Order that will include a scope, fee, and schedule and will submit the Task Order to OWNER for approval. If approved, the Additional Services will be performed upon receipt of written authorization from OWNER.

### **PART 4.0 OWNER'S RESPONSIBILITIES:**

- OWNER will be responsible for providing access to all available data and information related to the project.

### **PART 5.0 PERIODS OF SERVICE:**

The ENGINEER shall complete Task Order 5F per the following milestones:

- Final Design Submittal of Profile Drawings submitted to OWNER for review within 30 days of Notice to Proceed

### **PART 6.0 PAYMENTS TO THE ENGINEER:**

As complete compensation for the engineering services described in the Agreement and Task Order 5F, the ENGINEER will be paid a lump sum fee of \$38,021 for Tasks 100 through 300. Partial payments shall be made by the OWNER on a monthly basis in proportion to the percentage of work completed and the balance of payment made when the work is completed.

**PART 7.0 OTHER:**

None

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

UNION COUNTY,  
NORTH CAROLINA

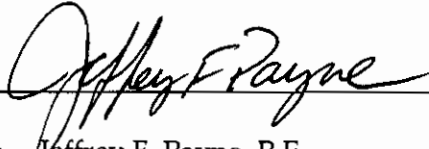
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 500 N. Main Street

Monroe, NC 28112

By:  \_\_\_\_\_

Name: Jeffrey F. Payne, P.E.

Title: Senior Associate

Address: 301 South McDowell Street

Suite 512

Charlotte, NC 28204

**Estimated Fee - Breakdown of Costs  
Task Order No. 5F - Union County Eastside Sewer System - Additional Design Services**

Task	Officer	Sen Assoc.	Sen Prof.	Prof II	Prof I	Designer	Admin	Total	Labor Cost	ODCs	Outside Professionals	Total
Task 100 - Project Management	2		12				4	18	\$2,300	\$115		\$2,415
Task 200 - Construction Drawings			58	20	10	180	6	274	\$29,710	\$1,486		\$31,196
Task 300 - Technical Review	4	8	16					28	\$4,200	\$210		\$4,410
<b>TOTALS</b>	<b>6</b>	<b>8</b>	<b>86</b>	<b>20</b>	<b>10</b>	<b>180</b>	<b>10</b>	<b>320</b>	<b>\$36,210</b>	<b>\$1,811</b>	<b>\$0</b>	<b>\$38,021</b>

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: August 16, 2010**

**Action Agenda Item No. 4/1c**  
(Central Admin. use only)

**SUBJECT:** Engineering Services: Task Order # 14 with CDM for the design to replace Tallwood Estates Wastewater Treatment Plant (WWTP)

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

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**ATTACHMENT(S):**  
Task Order No. 14  
Exhibit Map

**INFORMATION CONTACT:**  
Ed Goscicki

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**TELEPHONE NUMBERS:**  
704-296-4212

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

**BACKGROUND:** The Tallwood Estates Wastewater Treatment Plant (WWTP) is located in the northwestern corner of Union County that serves the Tallwood Estates subdivision and the Clear Creek Boy Scout Camp. This package plant has a permitted capacity of 50,000 gallons per day (gpd) and discharges to Clear Creek. The existing facility was manufactured by Aqua Aerobics and commissioned in the 1989-1990 timeframe. It is an above ground steel structure and consists of an influent pump station, bar screen, surge chamber, single aeration basin, 2 hopper style clarifiers in series, tertiary filters and UV disinfection. Chronic rust has developed throughout areas of the facility. These areas include the wall separating the surge tank and digester; the wall separating the digester and aeration basin; and the bottom plate of the tertiary filters. The weakening walls have become irreparable and present a potential health and environmental hazard.

In addition to being structurally impaired the existing plant lacks redundancy. In the wastewater treatment process redundancy refers to duplicate or parallel tanks. Duplicate or parallel tanks allows continuous wastewater treatment during routine maintenance operations. The plant's current design requires the plant to shut down for maintenance.

The Tallwood WWTP replacement project was approved on August 20, 2007 under the Capital Project Ordinance of 2007 by the Union County Commissioners in a joint session with the Public Works Advisory Board. Union County retained the services of CDM to complete a preliminary engineering report which identified reliable treatment strategies that satisfy existing and potential

future permit limits, provide treatment redundancy, minimize operations and maintenance costs, and provide for ease of operation. This Task Order No. 14 will allow for the design, permitting and bidding involved with replacing this facility. The estimated construction cost for the 50,000 gpd Concrete Package Plant - 'Slab' Wall Construction is \$1,480,000.

**FINANCIAL IMPACT:** Current funding is available and the engineering fee is based on a Not-to-Exceed amount of \$138,429.00.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:**



**UNION COUNTY - CONTRACT CONTROL SHEET**

(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**

2569

Party/Vendor Name: Camp Dresser and McKee

Party/Vendor Contact Person: Jeff Payne Contact Phone: 704-342-4546

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

Address: 301 S. McDowell St, Ste 512 City: Charlotte State: NC Zip: 28204

Department: Public Works Amount: \$138,429.00

Purpose: Tallwood Estates WWTP Final Design Services

Budget Code(s)(put comma between multiple codes): 64-571400-5594-SP015

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

TYPE OF CONTRACT: (Please Check One)  New  Renewal  Amendment Effective Date: \_\_\_\_\_

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

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

Department Head's Signature: *Paul Paul* Date: 8/11/10

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 Board authorization requested: 8/16/10 Date: \_\_\_\_\_

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: \_\_\_\_\_ 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: \_\_\_\_\_

**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: \_\_\_\_\_

## APPENDIX

### EXHIBIT A

This Task Order pertains to an Agreement by and between UNION COUNTY (OWNER), and Camp Dresser and McKee (ENGINEER), dated June 30, 2004 (the Agreement). ENGINEER shall perform services on the Project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Project described below.

**TASK ORDER NUMBER: 14**

**PROJECT NAME: Tallwood Estates WWTP Final Design Services**

#### **PART 1.0 PROJECT DESCRIPTION (the "PROJECT")**

The Tallwood Estates Wastewater Treatment Plant (WWTP) is a 17-year old package plant located in the northwestern corner of Union County that serves the Tallwood Estates subdivision and the Clear Creek Boy Scout Camp. This package plant has a permitted capacity of 50,000 gallons per day (gpd) and discharges to Clear Creek. The existing plant is structurally impaired and lacks redundancy, which makes maintenance and repair tasks difficult or impossible while continuing treatment. CDM completed a preliminary engineering report which identified reliable treatment strategies that satisfy existing and potential future permit limits, provide treatment redundancy, minimize operations and maintenance costs, and provide for ease of operation. As a result, the final design will consist of the following new facilities that will replace the existing facilities:

- Precast Concrete Package Plant containing Equalization, Aeration, Secondary Clarification and Sludge Storage
- In-plant Waste Pump Station
- One Disk Filter Unit with 2 Cloth Disks

In addition, the pumps in the influent pump station will be replaced, and the existing ultraviolet disinfection system and standby generator will remain.

#### **PART 2.0 SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER ON THE PROJECT**

Basic Services to be provided by the ENGINEER under this Agreement shall be limited to the following:

- Task 100 - Project Management and Coordination
- Task 200 - Final Design
- Task 300 - Permitting
- Task 400 - Bidding and Award

The detailed scope of services for the Basic Services included under this Agreement (Tasks 100 through 400) follows:

## **TASK 100 PROJECT MANAGEMENT AND COORDINATION**

### **101 Develop Detailed Project Schedule**

A detailed schedule will be developed for all engineering activities during the design and permitting phases of the project. The schedule will be reviewed with the OWNER and finalized, with copies sent to the OWNER. The schedule will be developed using Microsoft Project software.

### **102 Project Meetings**

The ENGINEER shall meet with OWNER's representative(s) and key project team members on a periodic basis to keep the OWNER apprised of project progress and all significant issues. Four meetings are included in the budget for this task.

### **103 Project Coordination/Management**

The ENGINEER shall coordinate work efforts between all key project team members including the Owner, subconsultants and other local entities having input into this project. The ENGINEER shall also provide day to day project management including project staffing and adherence to project schedule and budget.

## **TASK 200 FINAL DESIGN**

### **201 Field Survey**

The ENGINEER's subconsultant will perform a field survey in order to develop a base map of the existing Tallwood Estates WWTP site. The field survey will include information pertinent to the design including existing structures, above- and below-ground utilities, geotechnical boring locations, rock outcroppings, tree lines and other relevant visual or physical features required to complete the design. One permanent bench mark will be established at the site.

### **202 Geotechnical Investigations**

The ENGINEER's subconsultant shall conduct detailed geotechnical investigations at the proposed location of the equalization/aeration/sludge storage tank and secondary clarifiers and prepare a final geotechnical report to be referenced in the Contract Documents. The collected data will be used for the design of the structure foundations. The scope of work and budget includes four soil borings with a total of 100 linear feet at locations selected by the ENGINEER.

### **203 Basis of Design Meeting**

The ENGINEER shall meet with the OWNER to finalize the basis of design including tank and equipment configurations. Ways to reduce construction costs will also be evaluated and discussed.

#### 204 Solicit and Review Manufacturer Proposals

The ENGINEER shall solicit proposals from manufacturers (up to 5) of precast concrete wastewater package plants in order to obtain three acceptable manufacturers to be listed as allowable manufacturers in the Contract Documents. ENGINEER will provide design criteria established in Task 203 to manufacturers and then evaluate proposals for conformance with the design criteria and experience with similar installations. ENGINEER will also evaluate facility layouts provided by manufacturers to ensure congruity with existing site conditions.

#### 205 Design Drawings and Specifications

Prepare Contract Documents to include final drawings and specifications showing the scope, extent, and character of the work to be performed and furnished by Contractor, and Specifications (which shall be prepared, where appropriate, in general conformance with the sixteen-division format of the Construction Specifications Institute). One set of Contract Documents shall be developed.

Drawings shall include civil/site work requirements including demolition of existing facilities, erosion control, structural requirements, mechanical requirements, instrumentation (including plant SCADA), and electrical requirements for the proposed facilities taking into account general constructability issues, impact on plant operations, future expandability, etc.

The ENGINEER shall develop the final design of the following facilities:

- Replacement of existing influent pumps and controls within existing wet well (this scope does not include any structural modifications or additions)
- In plant waste (IPW) pump station for draining treatment units and pumping to EQ basins
- Disk filter unit with two cloth disks
- Tie-in to existing ultraviolet disinfection system
- Connection to existing 60 KW standby generator (this scope of work assumes that the existing generator has adequate capacity and will not need to be replaced)
- Site work and yard piping
- Radio Telemetry System

The following facilities will be provided as a part of the precast concrete package plant:

- One equalization (EQ) basin with coarse bubble diffusers
- EQ basin feed pumps
- Two aeration basins with fine bubble diffusers
- Positive displacement blowers with sound enclosures and canopy
- Two circular concrete secondary clarifiers with mechanical drive and collection equipment
- Sludge storage tank with coarse-bubble diffusers

One system will be chosen from the proposals submitted under Task 204 as the "design basis" for the above listed facilities, and this system will be shown on the design drawings. The ENGINEER will, however, design provisions so that the other two allowable manufacturer's systems can be connected if selected by the contractor. The ENGINEER will also prepare the technical specifications so that all three allowable manufacturers can meet the specification requirements.

The OWNER's standard General Conditions and Supplementary Conditions that were updated as a part of Task Order No. 5 (Eastside Sewer System Improvements) will be used as a base for this project. These specifications are based on 1996 EJCDC.

At 90 percent completion, perform a final review of drawings and specifications with the OWNER. At this stage, the "front end" Contract Documents shall be complete for the OWNER's review, and a minimum of 2 weeks shall be included in the PROJECT for each of these OWNER reviews. Thereafter, the ENGINEER shall bring the documents to completion.

#### 206 Construction Cost Estimates

The ENGINEER will provide an estimate of probable construction cost at the fifty percent completion stage. The construction cost estimate will be updated when the final design is completed. The ENGINEER will also provide an estimate of construction duration.

### TASK 300 PERMIT APPLICATIONS

#### 301 Regulatory Review

The ENGINEER shall finalize the list of permit and approval requirements based on the information collected during the preliminary design phase. Where necessary, the ENGINEER shall discuss the proposed PROJECT with the applicable regulatory agencies to fully define the permit requirements and to identify the major permitting issues that must be resolved.

### 302 Prepare and Submit Permit Applications

Applications for the required permits and approvals shall be prepared for submittal to the respective agencies. Where acceptable, the ENGINEER will make applications directly. This scope of work assumes that the following permits and approvals will be required at the Tallwood Estates WWTP:

- NCDENR Authorization to Construct
- Sedimentation and Erosion Control Plan from the North Carolina DENR Division of Land Resources

All permitting application fees will be reimbursed by the OWNER.

### 303 Agency Meetings and Coordination

The ENGINEER will coordinate with the regulatory agencies as necessary throughout the permit application and review process. As part of this subtask, once the permit applications are submitted, the ENGINEER shall maintain contact with the regulatory agencies to monitor and, where possible, facilitate the review process.

## **TASK 400 BIDDING AND AWARD**

### 401 Bid Advertisement and Coordination

The ENGINEER shall assist OWNER in advertising for construction and maintain a record of prospective bidders (plan holder's list) to whom Contract Documents have been issued. ENGINEER will attend and conduct one pre-bid conference and receive and process deposits for Contract Documents. The OWNER will advertise the bid in the local newspaper and other publications as desired. The ENGINEER will sell the contract documents to interested bidders from the ENGINEER's Charlotte office and will provide a set of documents (up to four) to AGC and Dodge.

### 402 Contract Document Clarification and Addenda

The ENGINEER shall prepare addenda as appropriate to interpret, clarify, or further define the Contract Documents. Addenda will be issued by ENGINEER.

### 403 Evaluation of Substitutions

ENGINEER shall consult with and advise OWNER to determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the Contract Documents.

### 404 Bid Opening and Evaluation

ENGINEER shall attend and conduct the bid opening and prepare a certified bid tabulation sheet. Evaluate bids and submit the ENGINEER's recommendation of award letter to the OWNER.

**PART 3.0 ADDITIONAL SERVICES (NOT BUDGETED):**

ENGINEER agrees to perform out-of-scope services as requested by OWNER and as may be determined throughout the life of this project. If the need for such services is identified, ENGINEER will prepare a written Task Order that will include a scope, fee, and schedule and will submit the Task Order to OWNER for approval. If approved, the Additional Services will be performed upon receipt of written authorization from OWNER. It is assumed that easements or property acquisition are not required for this project. Additional services that the OWNER may authorize at a future date include, but are not limited to:

- Construction Contract Administration Services
- Resident Project Representative Services

**PART 4.0 OWNER'S RESONSIBILITIES:**

- OWNER will be responsible for providing all available drawings, data and information related to the project.
- OWNER will assist in necessary evaluation, review and meetings.
- OWNER will provide access to the site.

**PART 5.0 PERIODS OF SERVICE:**

The ENGINEER shall complete Task Order No. 14 per the following milestones:

- 50 Percent Design within 90 days of NTP
- 90 Percent Design within 60 days of receipt of OWNER's 50% review comments
- 100 Percent Design within 30 days of receipt of OWNER's 90% review comments and approved permits

**PART 6.0 PAYMENTS TO THE ENGINEER:**

As complete compensation for the engineering and surveying services described in the Agreement and Task Order 14 (Tasks 100-400) herein, the ENGINEER will be paid a lump sum fee of \$138,429. Partial payments shall be made by the OWNER on a monthly basis in proportion to the percentage of work completed and the balance of payment made when the work is completed.

**PART 7.0 OTHER:**

None

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

UNION COUNTY,

NORTH CAROLINA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 500 N. Main Street

Monroe, NC 28112

By:  \_\_\_\_\_

Name: Jeffrey F. Payne, P.E., BCEE

Title: Senior Associate

Address: 301 South McDowell Street

Suite 512

Charlotte, NC 28204



**ESTIMATED ENGINEERING SERVICES - SHEET COUNT**  
**UNION COUNTY PUBLIC WORKS -TALLWOOD ESTATES WWTP REPLACEMENT**

SHEET DESCRIPTION	NO. OF SHEETS
<b>General</b>	
G-1 Cover Sheet and Location Map	1
G-2 Index of Drawings and General Notes	1
G-3 Hydraulic Profile and Basis of Design	1
<b>General Sheet Subtotal</b>	<b>3</b>
<b>Civil</b>	
C-1 Civil Legend, Abbreviations, & Symbols	1
C-2 Overall Site Plan, Horizontal Control and Soil Boring Locations	1
C-3 Paving, Grading, Yard Piping & Erosion Control Plan	1
CD-1 Miscellaneous Civil Details	1
CD-2 Miscellaneous Civil Details	1
<b>Civil Sheet Subtotal</b>	<b>5</b>
<b>Structural</b>	
S-1 General Notes, Key Plan and Structural Index List	1
S-2 Package Plant Foundation - Plans and Sections	1
SD-1 Structural Details	1
<b>Structural Sheet Subtotal</b>	<b>3</b>
<b>Mechanical</b>	
M-1 Mechanical Legend & Symbols	1
M-2 Influent Pump Station, In-Plant Waste Pump Station Plan, Section and Details	1
M-3 Package Plant Plans	1
M-4 Package Plant Sections and Details	1
M-5 Disk Filter Plan, Section and Details	1
MD-1 Miscellaneous Mechanical Details	1
<b>Mechanical Sheet Subtotal</b>	<b>6</b>
<b>Electrical</b>	
E-1 Existing Single Line Power Diagram, Site Plan, Demo Details and Modifications	1
E-2 New Single Line Power Diagram	1
E-3 Influent PS, In-Plant Waste PS, and Disk Filter Power, Control and Instrumentation Plans	1
E-4 Panel, Fixture and Load Schedules, Detail and Sections	1
<b>Electrical Sheet Subtotal</b>	<b>4</b>
<b>Instrumentation</b>	
I-1 Instrumentation Legend Sheet	1
I-2 P&IDs	1
I-3 Radio Telemetry System	1
I-4 Instrumentation Installation & Control Panel Details	1
<b>Instrumentation Sheet Subtotal</b>	<b>4</b>
<b>TOTAL SHEET COUNT</b>	<b>25</b>

Union County Public Works



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: 8/16/2010**

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

**SUBJECT:** Health Department codes and associated fees

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

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**ATTACHMENT(S):** Codes and Fees                      **INFORMATION CONTACT:** Phillip Tarte

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**TELEPHONE NUMBERS:**  
704-296-4801

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve Health Department Fees

**BACKGROUND:** At it's August 2010 meeting, the Board of Health approved fifteen new fees added to the health departments list of procedures. The majority of these new fees result from the 2010 NC legislative changes that eliminated free immunization utilizing state supplied vaccine for those children in NC who currently have private insurance. Prior to this year, the state of NC, provided for free, the necessary state mandated vaccines to all its children up to 18 years of age, i.e. we were not required to purchase vaccines for children, it was included in the state program. Because of this change, we will be purchasing private stock vaccine for children who have a private insurance source seeking immunizations in our clinic. The fees are priced in accordance with our fee setting policy. For reference, the agency administered 21,567 doses of vaccine during fiscal year 09-10.

**FINANCIAL IMPACT:** Vaccine and administrative fee will ensure the vaccine cost to the county is revenue neutral.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

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## NEW HEALTH DEPARTMENT CODES

<u>Code</u>	<u>Description</u>	<u>Fee</u>
90713	Polio (IPV)	\$ 26.00
90714	TD Adult	\$ 22.00
90698	Pentacil (Dtap, IPV, Hib)	\$ 86.00
90716	Varicella	\$ 92.00
90633	Hep A	\$ 33.00
90744	Hep B (Pediatric)	\$ 25.10
90648	ACT/Hib	\$ 27.00
90700	Dtap	\$ 24.00
90680	Roto Virus	\$ 80.00
90670	Prevnar	\$124.00
56501	Destruction lesion/vulva	\$105.00
57061	Destruction wart/female	\$ 95.00
54065	Destruction wart/male-Cryo	\$175.00
57065	Destruction wart/female-Cryo	\$155.00
99240	MCHAT (Autism screen)	\$ 10.00

UNION COUNTY  
BOARD OF COMMISSIONERS

AGENDA ITEM  
# 4/3a  
MEETING DATE 8/16/10

**ACTION AGENDA ITEM ABSTRACT**  
Meeting Date: 08/16/2010

Action Agenda Item No. \_\_\_\_\_  
(Central Admin. use only)

**SUBJECT:** Corrected Refunds January 2010

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

**ATTACHMENT(S):** \_\_\_\_\_      **INFORMATION CONTACT:**  
John C. Petoskey

**TELEPHONE NUMBERS:**  
704-283-3748

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve the Corrected Refund Totals

**BACKGROUND:** In January 2010 the Union County Board of Commissioners approved a refund of \$191.36 that was listed as a Waxhaw Fire Tax Late List Penalty. This refund amount should have been listed as Waxhaw Fire Tax.

**FINANCIAL IMPACT:** None

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**Legal Dept. Comments if applicable:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

**CORRECTED REFUNDS JANUARY 2010 (as approved 02-15-2010 )**

	Approved January	Corrected	Incr/(Decr)
2009 County Tax	2,253.53	2,253.53	-
2009 County LLP	4.42	4.42	-
2009 Springs Fire Tax	3.84	3.84	-
2009 Waxhaw Fire Tax	6.18	197.54	191.36
2009 Waxhaw Fire Tax LLP	191.36	-	(191.36)
2009 Wesley Chapel Fire Tax	1.03	1.03	-
2009 Wesley Chapel Fire Tax LLP	0.13	0.13	-
2009 Unionville VFD	39.36	39.36	-
2009 Wesley Chapel Town Tax	0.89	0.89	-
2009 Wesley Chapel Town Tax LLP	0.11	0.11	-
2008 County Tax	1,769.03	1,769.03	-
2008 Springs Fire Tax	20.22	20.22	-
2008 Unionville VFD	39.36	39.36	-
2007 Springs Fire Tax	5.03	5.03	-
<b>Grand Total</b>	<b>4,334.49</b>	<b>4,334.49</b>	<b>(0.00)</b>

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



**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  
# 4/3b  
MEETING DATE 8/16/10

**M E M O R A N D U M**

**TO:** The Board of County Commissioners  
**FROM:** John Petoskey  
Tax Administrator  
**DATE:** July 20, 2010  
**RE:** **Second** Motor Vehicle Billing

I hereby certify the **Second** 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:bh



DATE: 7/20/10

LEVY TOTALS BY REVENUE UNIT-SUMMARY  
7/21/2010 THROUGH 7/21/2010

PAGE 1  
PROG# BL2140

REVENUE UNIT DESCRIPTION	CODE	PRINCIPAL TAXES	ASSESSMENTS	LATE LIST PENALTIES	REVENUE UNIT TOTAL	ASV	EXEMPT
UNION COUNTY	001	860,011.73			860,011.73	129,551,609	227,838.00
VILLAGE OF MARVIN	101	1,535.17			1,535.17	3,069,355	
CITY OF MONROE	200	93,049.27	12,120.00		105,169.27	18,931,862	134,233.00
MONROE DOWNTOWN SERVICE	222	50.18			50.18	25,090	
TOWN OF WINGATE	300	4,244.54			4,244.54	1,104,898	16,590.00
TOWN OF MARSHVILLE	400	3,433.01			3,433.01	903,412	
TOWN OF WAXHAW	500	20,818.67			20,818.67	6,123,157	
TOWN OF INDIAN TRAIL	600	29,533.51			29,533.51	20,409,925	42,800.00
TOWN OF STALLINGS	700	19,183.78			19,183.78	8,922,184	
TOWN OF WEDDINGTON	800	2,136.55			2,136.55	7,120,340	
VILLAGE OF LAKE PARK	900	3,837.82			3,837.82	1,668,582	
TOWN OF FAIRVIEW	930	266.00			266.00	1,763,590	2,845.00
TOWN OF HEMBY BRIDGE	950	103.05			103.05	411,890	
VILLAGE OF WESLEY CHAPEL	970	740.65			740.65	4,488,544	
TOWN OF UNIONVILLE	980	665.79			665.79	3,329,954	1,230.00
TOWN OF MINERAL SPRINGS	990	280.86			280.86	1,122,505	
SPRINGS FIRE TAX	015	1,854.02			1,854.02	6,059,761	
STALLINGS FIRE TAX	020	5,381.55			5,381.55	13,255,655	
HEMBY BRIDGE FIRE TAX	023	6,863.09			6,863.09	13,920,537	
WESLEY CHAPEL FIRE TAX	026	5,097.58			5,097.58	26,691,407	5,220.00
WAXHAW FIRE TAX	028	2,254.22			2,254.22	9,100,109	10,210.00
*** TOTALS ***		1,061,341.04	12,120.00		1,073,461.04	277,974,366	440,966.00

\*\* NORMAL END OF JOB \*\*

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: August 16, 2010**

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

**SUBJECT:** Agenda and Meeting Management System

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

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**ATTACHMENT(S):**  
Budget Amendment #5

**INFORMATION CONTACT:**  
Winona Harlow  
Carl Lucas  
Barry Wyatt  
Al Greene  
Dave Cannon  
Jeff Crook

---

**TELEPHONE NUMBERS:**  
704-283-3631

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**DEPARTMENT'S RECOMMENDED ACTION:**

1. Approve budget amendment #5 to re-appropriate funding for Agenda and Meeting Management System.

**BACKGROUND:**

- Due to the timing of finalizing the contract for the software, appropriations from FY10 need to be rolled into FY11 budget. The Board approved moving forward with the purchase and appropriated funds for the acquisition at the April 19, 2010 Commission Meeting. The contract with the software vendor has been negotiated and is ready to be signed off by the Manager.

**FINANCIAL IMPACT:** Budget ordinance amendment #41 provided funding within the 2010 fiscal year. Since the contract was not finalized until FY 2011, no funds had been expended or encumbered to this point. Budget Amendment #5 will appropriate the \$154,676 that will fund the contract for the Agenda and Meeting Management System software without impacting the FY 2011 budget and year-end fund balance target.

**BUDGET AMENDMENT**

BUDGET Central Administration REQUESTED BY David Cannon  
FISCAL YEAR FY2011 DATE August 16, 2010

**INCREASE**

Description

Capital Expenditures 154,676

Fund Balance Appropriated 154,676

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**DECREASE**

Description

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Explanation: Appropriate General Fund fund balance for the Sire Technology agenda, minutes and audio/video system.

DATE \_\_\_\_\_

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

FOR POSTING PURPOSES ONLY

**DEBIT**

Code      Account      Amount  
10540500-5510      Equipment      154,676

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**CREDIT**

Code      Account  
10499100-4991      Fund Balance Appropriated      154,676

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Total      154,676

Total      154,676

Prepared By      aar  
Posted By      \_\_\_\_\_  
Date      \_\_\_\_\_

Number      5



AGENDA ITEM  
# 4/5  
MEETING DATE 8/16/10

To Whom It May Concern:

United Way will hold its 18th annual **Day of Caring** Saturday, August 28<sup>th</sup>. Last year more than 900 volunteers spread out across the county lending a helping-hand to those in need.

Volunteer teams from local businesses, civic clubs, churches and the community at large will once again complete a variety of done-in-a-day type projects at homes of the elderly, disabled and elsewhere. Typical projects include cutting grass, weeding flowerbeds, pruning shrubs, trash pick-up, window washing, cleaning gutters, and light painting.

We would like to partner with the County in our efforts that day. We would like to request free access for Day of Caring volunteers to the landfill located at 2125 Austin Chaney Rd. With the tipping fees waved, volunteers with trucks will be able to haul away waste and yard debris from their project sites.

Thank you for your time and we look forward to hearing from you.

Sincerely,

*Richard Heins*

VP, County Operations

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: 8/16/10

Action Agenda Item No. 416  
(Central Admin. use only)

**SUBJECT:** Amendment to FEMA Law & Associates Agreement

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

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**ATTACHMENT(S):**  
Financial Spreadsheet

**INFORMATION CONTACT:**  
Jeff Crook  
Ed Goscicki

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**TELEPHONE NUMBERS:**

---

704-283-3673  
704-296-4212

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**DEPARTMENT'S RECOMMENDED ACTION:** Authorize Interim Manager to approve amendments to (i) FEMA Law & Associates engagement agreement, and (ii) Weddington interlocal agreement to increase total expenditures from \$20,000 to \$30,000

**BACKGROUND:** Union County has engaged the services of Ernie Abbott of FEMA Law & Associates, PLLC for the provision of specialized legal services relative to the Weddington Optimist Park floodway matter. The Town of Weddington authorized payment of half of this amount, or \$10,000. Mr. Abbott has currently billed for \$15,016.99, leaving a balance of \$4,983.01. Since his most recent (July) billing, Mr. Abbott has incurred additional expenses for review of County/Town documentation sent to the State, and it is anticipated that the scope of remaining work will exceed the current contract amount. Therefore, the purpose of this request is to increase the total engagement amount from \$20,000 to \$30,000, with the County's share of this amount being \$5,000. The Town of Weddington was apprised on 8/12/10 of the current financial status of this agreement, and they have not yet been asked, and thus have not consented, to share in the expenditure of any additional amount.

**FINANCIAL IMPACT:** \$5,000

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:**

Town of Weddington  
Interlocal Agreements

US Infrastructure of Carolina, INC			
Total Contract \$95,000 Town of Weddington pays USI			
Union to pay half to Town of Weddington			106093
10561373-5699			

WORK PERIOD	INV#	Total Pmt to USI	BAL. DUE	Union Paid to Weddington	BAL. DUE	
	95,000.00	-	95,000.00		47,500.00	
11/29/2009	90212.01	15,080.90	79,919.10	7,540.45	39,959.55	
12/25/2009	90212.03	14,908.15	65,010.95	7,454.08	32,505.48	
1/29/2010	90212.04	13,885.50	51,125.45	6,942.75	25,562.73	
3/26/2010	90212.05	5,965.00	45,160.45	2,982.50	22,580.23	
05/28/10	90212.06	20,132.00	25,026.45	10,066.00	12,514.23	
06/25/10	90212.07	2,185.00	22,843.45	1,092.50	11,421.73	FY 2010
			22,843.45		11,421.73	
			22,843.45		11,421.73	
			22,843.45		11,421.73	
			22,843.45		11,421.73	
			22,843.45		11,421.73	
			22,843.45		11,421.73	
			22,843.45		11,421.73	
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			22,843.45		11,421.73	
			22,843.45		11,421.73	
			22,843.45		11,421.73	
			22,843.45		11,421.73	
			22,843.45		11,421.73	
			22,843.45		11,421.73	
Balance	95,000.00	72,156.55		36,078.28	11,421.73	
			22,843.45	Paid	Union Remaining	

FEMA LAW			
Total Contract \$20,000 Union pays FEMA			
Town of Weddington to pay half to Union			106094
10540100-5382			

WORK PERIOD	INV#	Total Pmt to FEMA	BAL. DUE	Weddington owes Union	BAL. DUE	Date Received
	20,000.00	-	20,000.00		10,000.00	
		3,500.00	16,500.00	1,750.00	8,250.00	7/27/2010
		381.50	16,118.50	190.75	8,059.25	7/27/2010
		5,428.63	10,689.87	2,714.32	5,344.94	7/27/2010 FY 2010
	<b>Due</b>	5,706.86	4,983.01	2,853.43	2,491.51	
			4,983.01	-	2,491.51	
			4,983.01	-	2,491.51	
			4,983.01	-	2,491.51	
			4,983.01	-	2,491.51	
			4,983.01	-	2,491.51	
			4,983.01	-	2,491.51	
			4,983.01	-	2,491.51	
			4,983.01	-	2,491.51	
			4,983.01	-	2,491.51	
			4,983.01	-	2,491.51	
			4,983.01	-	2,491.51	
Balance	20,000.00	15,016.99		7,508.50	2,491.51	
			4,983.01	Paid	Weddington Remaining	

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT  
Meeting Date: 8/16/2010**

**Action Agenda Item No.** 4/7  
(Central Admin. use only)

**SUBJECT:** Workers' Compensation settlement agreement

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**DEPARTMENT:** Risk Management

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
none

**INFORMATION CONTACT:**  
Keith Richards, Risk Manager

**TELEPHONE NUMBERS:**

704-283-3663 - office  
704-634-7567 - cell

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**DEPARTMENT'S RECOMMENDED ACTION:** Authorize the County Manager to approve settlement agreement of a workers' compensation claim in the amount of \$40,000.

**BACKGROUND:** Employee was injured while working within the course and scope of employment. Mandatory mediations are required in cases where there are disputed issues involved with a workers' compensation claim. An agreement was reached at mediation to clincher, or permanently close, the workers' compensation claim in the amount of \$40,000, subject to BOCC approval.

**FINANCIAL IMPACT:** The settlement will be paid from the Workers' Compensation Fund. No new funds are required.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:**



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: August 16, 2010**

**Action Agenda Item No.** 418  
(Central Admin. use only)

**SUBJECT:** Consideration of County-Wide Tournament Fees and Park Entrance Fees

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

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**ATTACHMENT(S):**  
Background information concerning  
the special called Advisory Committee  
Meeting of August 10, 2010

**INFORMATION CONTACT:**  
Bill Whitley, Interim Director

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**TELEPHONE NUMBERS:**  
704-843-3919 (ext 22)

---

Copy of Proposed Tournament Fees  
Worksheet

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**DEPARTMENT'S RECOMMENDED ACTION:** Approve the Parks and Recreation Advisory Committee recommendations for:

- (1) Tournament Fees for Union County owned athletic fields
- (2) Entrance Fees for Jesse Helms and Fred Kirby Parks

(Verbage of the recommendations are listed in the attached background materials.)

**BACKGROUND:** The UC Parks and Recreation Advisory Committee met on Tuesday, August 10, 2010 to discuss and provide their input concerning the following time-sensitive items:

- (1) Discussion on tournament fees for Union County owned athletic fields
- (2) Discussion on entrance fees for Union County owned parks

During this meeting, both of these items were discussed in detail. Background material on the above-mentioned topics were supplied for the committee members to review prior to discussing these topics. Updates from both the Union County Soccer League (UCSL) and concerned citizens were shared by staff with committee members. The attached background information provide an overview of the discussion. Two citizens spoke during the "public comments" time held prior to starting the meeting.

The "exact" recommendations for both the P&R Staff and the P&R Advisory Committee are in the attached background information. Both of the agenda items are time sensitive in the fact that they will effect the proper handling of both Jesse Helms and Fred Kirby Parks during upcoming athletic rentals.

**FINANCIAL IMPACT:** None

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**Legal Dept. Comments if applicable:**

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**Finance Dept. Comments if applicable:**

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**Manager Recommendation:**



## UNION COUNTY PARKS & RECREATION DEPARTMENT CANE CREEK PARK

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5213 HARKEY ROAD, WAXHAW, NORTH CAROLINA 28173  
PHONE • 704-843-3919 FAX • 704-843-4046  
WANDA M. SMITH, DIRECTOR

### MEMORANDUM

**FROM: BILL WHITLEY, INTERIM DIRECTOR  
UNION COUNTY PARKS AND RECREATION**

**TO: LYNN WEST, CLERK TO THE BOARD OF COUNTY  
COMMISSIONERS**

**DATE: AUGUST 11, 2010**

**RE: BACKGROUND INFORMATION CONCERNING THE  
SPECIAL CALLED ADVISORY COMMITTEE MEETING  
OF AUGUST 10, 2010**

On August 10, 2010, the Union County Parks and Recreation Advisory Committee met for a “special called” meeting to consider input to the Board of County Commissioners on time-sensitive items. Items included: (1) Discussion on tournament fees for Union County owned athletic fields and (2) Discussion on entrance fees for Union County owned parks. The following is an overview of appropriate background information and the Advisory Committee’s recommended action on these items.

#### **Tournament Fees:**

As per the Advisory Committee’s Marketing Plan to increase awareness and use of the Jesse Helms Park Soccer Complex, a committee (2 staff and 1 advisory committee member) met with representatives of the Union County Soccer League (UCSL) to discuss tournament fees for the facility. Three meetings were held and a consensus was made to take the information back to the respective “parent” committees for their consideration and recommendation for approval.

The attached “worksheet” was presented to the Advisory Committee for consideration and the updates were explained. The Advisory Committee voted unanimously to forward to the BOCC, recommending approval of the “updated worksheet”.

This worksheet will be presented to the UCSL Council on Wednesday, August 11, 2010 for their consideration. A Parks and Recreation Staff Member will attend to present the “draft worksheet” and answer any questions concerning the suggested fees. They understand that these recommendations must be approved by the BOCC.

**Entrance Fees for Union County Owned Parks:**

Parks and Recreation Staff requested the Advisory Committee to revisit entrance fees for County Owned Parks for the following reasons: (1) In response to negotiations for UCSL for use of Jesse Helms Park Soccer Complex for their games and (2) citizens concern of fees for Fred Kirby Park.

During discussions with UCSL, the UCSL representatives stated that they thought that the entrance fees would be a “show stopper” for their council to approve the use of the fields for this fall’s games. The Five Player/Coach passes and the \$20 County-Wide Annual Athletic Field Use Entrance Permit were discussed in length. Although the representatives understood the reasons for the entrance fees, it was their thought that there was no way that they could communicate the need for the “entrance fee” in the short amount of time. This would most likely result in the council choosing not to use the fields.

During discussions with four individuals concerned about the fees at Fred Kirby Park, it was apparent the communication plan concerning the fees had been ineffective. Although staff had met with the person renting the fields, and the information was clearly placed on the reservation request sheet, proper communication had not flowed to those using the fields as well as anticipated. The reservation request sheet states:

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

Staff believes that they can better communicate the entrance fees through some authorized tools. (The primary tool would be a “complimentary entrance permit”; a sample was provided.)

Also during the discussion, the Advisory Committee felt that the fees, although important for revenues, should be reduced due to the size of the park. The consensus was that a \$1.00 entrance (vehicle or pedestrian) was appropriate.

Staff presented the following recommendation for the Advisory Committee’s consideration:

Due to the lack of good communication, we would recommend that a “Complimentary \$20 County-Wide Annual Athletic Field Use Entrance Permit” be provided to every person that is listed on a team roster that rents County Owned Park Athletic Fields. They will be provided to the person renting the field and it will be their responsibility to forward these permits to the appropriate individuals.

These “Complimentary Permits” will expire on December 31, 2010 for Fred Kirby and Cane Creek Park, and will expire on June 30, 2011 for Jesse Helms Park. This will assist in the “Marketing Plan” for Jesse Helms Park.

Visitors, other than those with a County-Wide Annual Permit, will need to pay the required entrance fee through the “Honor System” Collection Box.

Once these time frames have lapsed, entrance fees will return as per the approved fee schedule which states:

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

**After discussion**, the Advisory Committee placed the following motion on the table for consideration:

To accept staff’s proposal for entrance fees at Fred Kirby and Jesse Helms Park and also to adjust the entrance fees to \$1.00 for pedestrians and vehicles for one year, at which point it will be reviewed for effectiveness. The motion passed unanimously.

Due to this being a “special called” meeting, no other business was brought to the table.

Today's Date: \_\_\_\_\_

## ATHLETIC COMPLEX RENTAL AGREEMENT WORKSHEET

NAME OF GROUP & DATE REQUESTED: \_\_\_\_\_

PROPOSED FEES (8/16/10)

Agreement/Rental Type	Required Fee	Rental Cost
<b>Standard Contract</b> (One Day Event and 5 Hour Event Maximum)	(** 50% of Fee must be paid to confirm reservation) (Limited Legal & Preparation Requirements Required)	
	Up to 100 people and/or 2 Games (Non-Resident)	\$240
	101 to 200 people and/or 3 Games (Non-Resident)	\$400
10 Permits/Registered Team plus 1 per each referee		No Charge \$0.00
<b>Notes for Standard Rental Contract:</b> (1) This type contract to be used when long-range planning is not practicable. (2) Must provide all required certificates at least 24 hours prior to the event (3) Entrance fees are collected at the gates and are property of Union Co. (4) County-Wide Annual Athletic Field Use Entrance Permit authorized for use. (5) Union County Resident Teams: Rate Calculated at 50% of above-mentioned fees.		
<b>Standard Contract Total</b>		\$ _____
<b>Specialized Contract Required (Tournaments)</b>	(Covers Administrative & Legal Requirements)	
<b>"Friendly Tournament" (2-Day Event)</b>		
Union County Tournament		\$ _____
Non-UC Tournament		\$ _____
UC 501-C3 Tournaments (Rate Calculated at 75% of above-mentioned Fees)		\$ _____
<b>"Sanctioned 2-Day Tournaments"</b>		
Union County Tournament		\$ _____
Non-UC Tournament		\$ _____
UC 501-C3 Tournaments (Rate Calculated at 75% of above-mentioned Fees)		\$ _____
<b>Specialized Contract Total Cost</b>		\$ _____
<b>Special. Contract Discount for Handling of Contract in timely manner:</b>		Subtotal
Discount for submitting <b>error-free</b> paperwork within 30 calendar days of event.		\$ _____
		-\$150
<b>Specialized Contract Late Agreement Fee</b>		
If all paperwork not correctly filled in and submitted to Park Director in proper timeframe. (Five <b>business days</b> prior to event)		\$100 per business day.
<b>Specialized Contract Total</b>		\$ _____
<b>Set-Up/Tear Fees</b>	Daily fee for using premises for set-up/tear down of event	10%/day of Agreement Fee \$ _____
<b>Preparation Fees</b>	Covers preparing fields (mowing of fields, "Park's Standard Field Layout" including painting of fields).	No Charge \$ _____
<b>Entrance Permits</b>	10 Permits/Registered Team plus 1 per each referee	No Charge \$ N/C
<b>Additional Entrance Permit Fees</b>	Each additional entrance permit for entire tournament (Note: Any Entrance Fees received at the gate are property to Union County)	\$6.00/Permit \$ _____
<b>Concession Stand Partnership Fees</b>	Union County will negotiate appropriate percentage of net profits it ran as a partnership.	(Actual Fees To Be Determined after event)
<b>(Otherwise all funds are property of UC)</b>		<b>Standard Support Fees</b>
<b>ADDITIONAL FEES UPON SPECIAL REQUEST.</b>		
<b>After Hours Charge (per hr.)</b>	Requires Duty Ranger and Main. Mech. (Minimum of one hour and not pro-rated)	\$50/hour (Max. of 4 hours) \$ _____
<b>Cost for Portable Tent</b>	Includes pitching and recovery of tent (if available / 20' x 30').	\$150 each \$ _____
<b>Hourly rate per person for additional requests</b>	Minimum of 1 hour and not prorated.	\$25 \$ _____
<b>Hourly rate for additional machinery tasks.</b>	Minimum of 1 hour and not prorated. (if available)	\$25 \$ _____
<b>Electrical Charges</b>	Will be charged based on meter reading over _____ KWH.	Case by Case Basis \$ _____
Any other unforeseen requests will be negotiated with approval of Parks & Rec. Advisory Committee using comparable pricing.		Case by Case Basis \$ _____
<b>Total Additional Fees</b>		\$ _____
<b>Standard Contract Total</b>		\$ _____
<b>Specialized Contract Total</b>		\$ _____
<b>Standard Support Fees</b>		\$ _____
<b>Total Charges</b>		\$ _____

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: August 16, 2010**

**Action Agenda Item No. 419**  
(Central Admin. use only)

**SUBJECT:** Circle Drive and Younts Road Water Main Extension

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**DEPARTMENT:** Public Works

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Engineer's Recommendation  
Bid Tabulation  
Project Map

**INFORMATION CONTACT:**  
Ed Goscicki

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**TELEPHONE NUMBERS:**  
704-296-4212

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**DEPARTMENT'S RECOMMENDED ACTION:** Award to the low bidder and authorize the county manager to approve the construction agreement contingent upon legal review.

**BACKGROUND:** . The existing distribution system currently has approximately 26,000 lf of small diameter galvanized water lines. These lines are in most cases out dated (20 plus years old) and have both hydraulic and maintenance issues. These small lines do not provide fire protection. On May 5, 2008 the Board approved the engineering service of McKim and Creed to design and bid approximately 5,600 lf of replacement lines. This project was intially named the Hemby Bridge Water Main Replacement but was changed to Circle Drive and Younts Road Water Main Extension to better represent the area were the work was being preformed. This is the first phase of what the department hopes will be a much larger effort to eventually replace all galvanized pipe within the distribution system.

On July 15, 2010, eight bids were recived for the project and C&W Utilities, Inc. of Shelby, North Carolina submitted the apparent low bid for the project. McKim & Creed completed a detailed anyalysis of each bid which identified and corrected math errors. The bids for C&W Utilities along with several other bidders did contain a math error however no errors affected the order of the bids received.

Therefore we recommend that the BOCC's accept the bids received and and authorize award of the construction contract to C&W Utilities Inc., in the amount of \$345,095.53, and authorize the county manager to execute the construction agreement upon legal review

**FINANCIAL IMPACT:** Current funding is available for \$345,095.53 in project code 64-571400-5595-MW012.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

\_\_\_\_\_

**Finance Dept. Comments if applicable:** \_\_\_\_\_

\_\_\_\_\_

**Manager Recommendation:**





ENGINEERS

SURVEYORS

PLANNERS

August 2, 2010

00771.0028 (50)

Mr. Charles P. O'Cain, PE, PLS  
CIP Construction Manager  
Union County Public Works  
500 N. Main Street, Suite 500  
Monroe, NC. 28112-4730

RE: Circle Drive and Younts Road Water Main Extension  
Recommendation of Award

Dear Mr. O'Cain,

On July 15, 2010, eight (8) bids were received for the Circle Drive and Younts Road Water Main Extension Project. C&W Utilities, Inc. of Shelby, North Carolina submitted the apparent low bid for the project in the amount of \$345,285.85. McKim & Creed has completed a detailed analysis of each bid submitted, and identified and corrected math errors as described below.

There are math errors in the bids of C&W Utilities, Inc., RF Shinn Contractor, Payne, McGinn, & Cummins, Inc., and Blythe Development Company. The amounts listed for mobilization for Circle Drive and Younts Road (Northern Section) exceeded the allowable amounts and have been corrected. The remaining individual line items, total bid for sections, and the total bid amounts have been corrected as applicable. The corrected bid amounts did not affect the order of the bids received.

Attached please find a Certified Summary and Detailed Tabulation of each of the bids received for the Circle Drive and Younts Road Water Main Extension Project.

The bids were very competitive, reflective of the current market place, and are within the budget for the entire project. We therefore recommend that Union

8020 Tower Point Drive

Charlotte, NC 28227

704 841 2588

Fax 704 841 2567

www.mckimcreed.com

Mr. Charles P. O'Cain, PE, PLS  
July 20, 2010  
Page 2

County award the construction contract for the Circle Drive and Younts Road (Northern and Southern Sections) Water Main Extension Project in the amount of \$345,095.53 to C&W Utilities, Inc...

We look forward to working with Union County Public Works during the construction of this significant project. Please contact our office at 704.841.2588 with any questions or concerns.

Respectfully submitted,

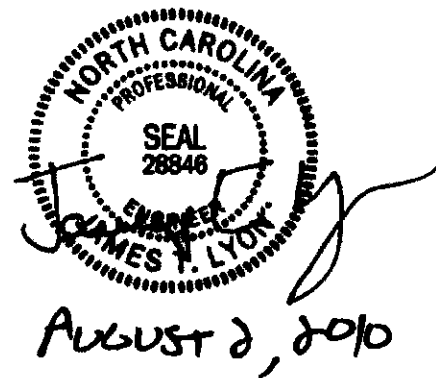
McKIM & CREED, PA



James T. Lyon, PE, LEED AP  
Project Engineer

Enclosures

CC: Scott Huneycutt, PE





CIRCLE DRIVE  
WATER MAIN EXTENSION  
CERTIFIED BID TABULATION  
BID OPENING JULY 18, 2010

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	CAW UTILITIES, INC. NC LICENSE NO. 61009		RF SHRN CONTRACTORS NC LICENSE NO. 18560		STATE UTILITY CONTRACTORS NC LICENSE NO. 17793		DELLINGER, INC NC LICENSE NO. 9962		DAWN DEVELOPMENT NC LICENSE NO. 60539		PAYNE, MCCOY & CUMMINS NC LICENSE NO. 41441		BLYTHE DEVELOPMENT NC LICENSE NO. 26344		PROPST CONSTRUCTION NC LICENSE NO. 1223	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
T	Traffic Control	LS	1	\$ 1.00	\$ 1.00	\$ 1,000.00	\$ 1,000.00	\$ 200.00	\$ 200.00	\$ 2,200.00	\$ 2,200.00	\$ 1,000.00	\$ 1,000.00	\$ 2,750.00	\$ 2,750.00	\$ 1,500.00	\$ 1,500.00	\$ 6,348.00	\$ 6,348.00
U	Fence Replacement																		
	Fence Replacement - Chain Link	LF	10	\$ 20.00	\$ 200.00	\$ 25.00	\$ 250.00	\$ 5.00	\$ 50.00	\$ 38.00	\$ 380.00	\$ 50.00	\$ 500.00	\$ 23.54	\$ 235.40	\$ 30.00	\$ 300.00	\$ 35.00	\$ 350.00
	Fence Replacement - Split Wood	LF	20	\$ 10.00	\$ 200.00	\$ 25.00	\$ 500.00	\$ 5.00	\$ 100.00	\$ 32.00	\$ 640.00	\$ 50.00	\$ 1,000.00	\$ 79.82	\$ 1,412.40	\$ 28.00	\$ 560.00	\$ 39.00	\$ 780.00
V	8-inch GSP Water Line Abandonment in Place	LF	2,060	\$ 1.00	\$ 2,060.00	\$ 1.50	\$ 3,090.00	\$ 0.50	\$ 1,030.00	\$ 6.50	\$ 13,395.00	\$ 1.00	\$ 2,060.00	\$ 1.28	\$ 2,636.80	\$ 0.55	\$ 1,133.00	\$ 1.00	\$ 2,060.00
W	Tree Undercrossing/Protection																		
	Tree Undercrossing (E-Top Type)	LF	0	\$ 40.00	\$ -	\$ 80.00	\$ -	\$ 100.00	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Tree Protection	EA	0	\$ 300.00	\$ -	\$ 400.00	\$ -	\$ 200.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal (Item A - W)				\$ 87,811.80	\$ -	\$ 81,860.00	\$ -	\$ 62,321.00	\$ -	\$ 75,814.00	\$ -	\$ 81,231.18	\$ -	\$ 109,448.81	\$ -	\$ 112,429.85	\$ -	\$ 162,289.00
X	Contingency Allowance, As specified, Complete in Place 0% of Subtotal (Item A-W)	LS	1		\$ 9,380.59		\$ 4,084.00		\$ 4,116.56		\$ 3,775.70		\$ 4,561.56		\$ 6,408.88		\$ 5,822.00		\$ 8,114.45
	Total Bid Circle Drive Water Main Extension (Item A-X)				\$ 97,192.39	\$ -	\$ 85,944.00	\$ -	\$ 66,437.56	\$ -	\$ 79,589.70	\$ -	\$ 85,792.74	\$ -	\$ 115,857.69	\$ -	\$ 118,251.85	\$ -	\$ 170,403.45

\*Some Match Measurement & Payment Section (PART 1.4)

Cells highlighted in yellow indicate where match error, etc. were identified and corrected including affected subtotals and totals.

Cells highlighted in blue indicate where measurement total cost exceeds 95% of bid. B-W total bid tabulation cost were corrected including affected subtotals and totals.



FOURTH ROAD (NORTH) SECTION  
 WATER MAIN EXTENSION  
 CERTIFIED BID TABULATION  
 BID OPENING: JULY 15, 2010

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	DLW UTILITIES, INC. NC LICENSE NO. 61008		RF (BRAIN CONTRACTORS NC LICENSE NO. 10580		STATE UTILITY CONTRACTORS NC LICENSE NO. 17793		DELLINGER, INC. NC LICENSE NO. 5982		DAWN DEVELOPMENT NC LICENSE NO. 60329		PAYNE, WOODMAN & CLUMBERS NC LICENSE NO. 61441		BLYTHE DEVELOPMENT NC LICENSE NO. 65344		PROPERT CONSTRUCTION NC LICENSE NO. 1233			
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
M	General Check Dam																				
	Stone Check Dam	EA	7	\$ 25.00	\$ 175.00	\$ 120.00	\$ 840.00	\$ 40.00	\$ 280.00	\$ 150.00	\$ 1,050.00	\$ 50.00	\$ 350.00	\$ 80.00	\$ 560.00	\$ 185.00	\$ 1,295.00	\$ 121.00	\$ 847.00		
	Stone Outlet (with all fencing per specs)	EA	0	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Rock Set Screen	EA	0	\$ 150.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Half-Ring Inlet Protection	EA	0	\$ 150.00	\$ -	\$ 300.00	\$ -	\$ 1,000.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Ditch	EA	0	\$ 1.00	\$ -	\$ 2,000.00	\$ -	\$ 5,000.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
O	Wp. Nap	ST	5	\$ 1.00	\$ 5.00	\$ 85.00	\$ 425.00	\$ 80.00	\$ 400.00	\$ 30.00	\$ 150.00	\$ 30.00	\$ 150.00	\$ 50.00	\$ 250.00	\$ 30.00	\$ 150.00	\$ 175.00	\$ 875.00	\$ 450.00	
P	Bit Fencing	LF	180	\$ 1.00	\$ 180.00	\$ 2.00	\$ 360.00	\$ 2.00	\$ 360.00	\$ 3.00	\$ 540.00	\$ 2.00	\$ 360.00	\$ 2.88	\$ 518.40	\$ 2.50	\$ 450.00	\$ 2.00	\$ 360.00	\$ 640.00	
Q	NECESSARY Erosion Control Measures & NPDES Stormwater Requirements	LS	1	\$ 750.00	\$ 750.00	\$ 5,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 19,218.00	\$ 19,218.00	\$ 1,830.00	\$ 1,830.00	\$ 1,800.00	
R	Service Connections (Number of Taps)	EA	12	\$ 800.00	\$ 9,600.00	\$ 738.00	\$ 8,856.00	\$ 840.00	\$ 10,080.00	\$ 350.00	\$ 4,200.00	\$ 4,200.00	\$ 5,040.00	\$ 9,840.00	\$ 1,085.28	\$ 13,023.36	\$ 1,280.00	\$ 15,360.00	\$ 870.00	\$ 11,640.00	
S	Service Lines (14" Long Service Berms)	EA	8	\$ 300.00	\$ 2,400.00	\$ 700.00	\$ 5,600.00	\$ 375.00	\$ 3,000.00	\$ 500.00	\$ 4,000.00	\$ 300.00	\$ 2,400.00	\$ 1,188.75	\$ 9,510.00	\$ 1,800.00	\$ 14,400.00	\$ 870.00	\$ 6,960.00	\$ 7,750.00	
T	Traffic Control	LS	1	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 800.00	\$ 800.00	\$ 200.00	\$ 200.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,100.00	\$ 3,100.00	\$ 4,374.05	\$ 4,374.05	\$ 15,113.00	\$ 15,113.00
U	Fence Replacement																				
	Fence Replacement - Chain link	LF	10	\$ 30.00	\$ 300.00	\$ 25.00	\$ 250.00	\$ 5.00	\$ 50.00	\$ 38.00	\$ 380.00	\$ 50.00	\$ 500.00	\$ 35.84	\$ 358.40	\$ 30.00	\$ 300.00	\$ 31.00	\$ 310.00	\$ 320.00	
	Fence Replacement - Split Wood	LF	10	\$ 10.00	\$ 100.00	\$ 25.00	\$ 250.00	\$ 5.00	\$ 50.00	\$ 28.00	\$ 280.00	\$ 59.00	\$ 590.00	\$ 75.00	\$ 750.00	\$ 88.00	\$ 880.00	\$ 28.00	\$ 280.00	\$ 280.00	
	Replace Gate Column	EA	1	\$ 200.00	\$ 200.00	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00	\$ 1,800.50	\$ 1,800.50	\$ 780.00	\$ 780.00	\$ 750.00	\$ 750.00	\$ 1,730.00	
V	Install OBP Water Mts Abandonment In-Place	LF	1,785	\$ 1.00	\$ 1,785.00	\$ 1.00	\$ 1,785.00	\$ 0.90	\$ 1,606.50	\$ 0.50	\$ 892.50	\$ 1.00	\$ 1,785.00	\$ 1.78	\$ 3,177.30	\$ 0.90	\$ 1,606.50	\$ 800.00	\$ 1,428.00	\$ 1,785.00	
W	Tree Undercutting/Protection																				
	Tree Undercutting (Firm boxes)	LF	0	\$ 40.00	\$ -	\$ 80.00	\$ -	\$ 100.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Tree Protection	EA	0	\$ 300.00	\$ -	\$ 400.00	\$ -	\$ 200.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	<b>Subtotal (Item A - W)</b>				\$ 167,448.10		\$ 118,484.90		\$ 136,817.00		\$ 155,980.00		\$ 141,500.00		\$ 145,823.02		\$ 178,445.85		\$ 221,790.00		
X	Contingency Allowance, As specified, Complete in Place 5% of Subtotal (Item A-W)	LS	1		\$ 8,372.25		\$ 8,372.25		\$ 6,339.85		\$ 6,454.00		\$ 7,075.04		\$ 7,284.88		\$ 8,622.28		\$ 11,088.50		
	<b>Total Bid Fourth Road Water Main Extension (Northern Section) (Item A-X)</b>				\$ 175,820.35		\$ 126,857.15		\$ 143,156.85		\$ 162,434.00		\$ 148,575.04		\$ 153,107.90		\$ 187,068.13		\$ 232,878.50		

\* Items marked Measurement & Payment Section. (PART 1.4)

Cells highlighted in yellow indicate where a bid active, etc. was identified and corrected including efficient estimate and total.  
 Cells highlighted in blue indicate where modification total cost exceeds 2% of item O W total. Modification costs were corrected including efficient estimate and total.

ITEM NO.		DESCRIPTION	UNIT	ESTIMATED QUANTITY	GAW UTILITIES, INC. INC LICENSE NO. 01088		RY SHIP CONTRACTORS INC LICENSE NO 10889		STATE UTILITY CONTRACTORS INC LICENSE NO 17792		DELLINGER, INC INC LICENSE NO.83669		DAVIS DEVELOPMENT INC LICENSE NO.50059		PATHE, MCGINN & CUMMERS INC LICENSE NO.41461		ALTYRE DEVELOPMENT INC LICENSE NO.3044		PROPERT CONSTRUCTION INC LICENSE NO.1325	
UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
		Installation (not to exceed 2% of base @ 10/15)	LS	1	1,500.00	1,500.00	3,000.00	3,000.00	4,200.00	4,200.00	5,000.00	5,000.00	5,280.00	5,280.00	5,700.00	5,700.00	6,000.00	6,000.00	5,849.00	5,849.00
		18-in. In Existing Water Line	EA	1	1,200.00	1,200.00	800.00	800.00	1,500.00	1,500.00	900.00	900.00	1,800.00	1,800.00	2,018.50	2,018.50	865.00	865.00	2,000.00	2,000.00
		Water Line and Fittings																		
		12-inch Ductile Iron Pipe, CI 350 FL	LF	0	48.84	48.84	48.84	48.84	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
		12-inch Ductile Iron Pipe, CI 350	LF	2,814	37.91	106,729.34	29.80	72,073.99	38.00	106,844.00	42.00	118,668.00	44.00	123,258.00	44.50	125,028.00	50.00	140,700.00	43.00	121,530.00
		Ordnance, 18"	EA	1	800.00	800.00	200.00	200.00	150.00	150.00	200.00	200.00	200.00	200.00	418.28	418.28	210.00	210.00	834.00	834.00
		Steel Choking Pipe, 18"	LF	0	130.00	130.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00
		Gate Valves																		
		12-inch Gate Valve, complete w/ box & ring	EA	2	3,100.00	6,200.00	1,800.00	3,600.00	3,725.00	7,450.00	2,200.00	4,400.00	2,500.00	5,000.00	2,032.00	4,064.00	2,000.00	4,000.00	2,015.00	4,030.00
		Fire Hydrant, Complete																		
		12" x 12" x 8" Fire Hydrant Assembly	EA	5	3,800.00	19,000.00	3,000.00	15,000.00	2,500.00	12,500.00	3,700.00	18,500.00	2,500.00	12,500.00	3,585.57	17,927.85	2,875.00	14,375.00	2,864.00	14,320.00
		Air Release Valves	EA	2	2,000.00	4,000.00	3,000.00	6,000.00	3,500.00	7,000.00	2,100.00	4,200.00	3,000.00	6,000.00	2,848.84	5,697.68	2,650.00	5,300.00	2,488.00	4,976.00
		Steam Blow-off & Valve Assembly, w/ Flange & Ring	EA	0	800.00	800.00	800.00	800.00	800.00	800.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
		Creak Crossing	EA	0	4,000.00	4,000.00	3,000.00	3,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
		Permanet Replacement (NCCOY Manjandad Rd)	LF	0	40.00	40.00	80.00	80.00	80.00	80.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00
		Placed Roadway/Driveway Undercrossing																		
		12" Driveway Undercrossing (2-see notes)	LF	0	30.00	30.00	40.00	40.00	50.00	50.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
		Driveway Replacement																		
		Asphalt Driveway Replacement	LF	0	20.00	20.00	30.00	30.00	30.00	30.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00
		Gravel Driveway Replacement	LF	125	7.84	1,020.00	10.00	1,250.00	7.00	875.00	29.49	3,686.25	10.00	1,250.00	6.00	750.00	15.00	1,875.00	23.00	2,875.00
		Subgrade Stabilization Stone	Ton	110	30.00	3,300.00	30.00	3,300.00	35.00	3,850.00	29.00	3,190.00	29.00	3,190.00	25.00	2,750.00	85.00	9,375.00	34.00	3,740.00

TOYOTA ROAD ALTERNATE BID (SOUTH) SECTION  
 WATER MAIN EXTENSION  
 CONTRACT NO. 2018-01-01  
 BID OPENING: JULY 15, 2018

ITEM NO.	DESCRIPTION	UNIT	GAW UTILITIES, INC. NC LICENSE NO. 81208		RY SMITH CONTRACTORS NC LICENSE NO.10980		STATE UTILITY CONTRACTORS NC LICENSE NO.17953		DELLINGER, INC. NC LICENSE NO.8800		DAWN DEVELOPMENT NC LICENSE NO.80036		PAYNE, MCGINNIS & CUMMINS NC LICENSE NO.11441		SLYTHE DEVELOPMENT NC LICENSE NO.95844		PROPERTY CONSTRUCTION NC LICENSE NO.1383		
			ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
N	Drive Check Dam	EA	12	\$ 25.00	\$ 300.00	\$ 120.00	\$ 1,440.00	\$ 40.00	\$ 480.00	\$ 100.00	\$ 1,200.00	\$ 50.00	\$ 600.00	\$ 80.00	\$ 960.00	\$ 150.00	\$ 1,800.00	\$ 120.00	\$ 1,440.00
	Stone Check Dam	EA	0	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Stone Outlet (with all working per detail)	EA	0	\$ 150.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Rock Sill Screen	EA	0	\$ 150.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Half Ring Inlet Protection	EA	0	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other	EA	0	\$ 1,000.00	\$ -	\$ 2,000.00	\$ -	\$ 5,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
O	Rip Rap	CY	5	\$ 100.00	\$ 500.00	\$ 80.00	\$ 400.00	\$ 50.00	\$ 250.00	\$ 80.00	\$ 400.00	\$ 20.00	\$ 100.00	\$ 20.00	\$ 100.00	\$ 25.00	\$ 125.00	\$ 10.00	\$ 50.00
P	City Funding	LF	985	\$ 1.00	\$ 985.00	\$ 2.00	\$ 1,970.00	\$ 2.00	\$ 1,970.00	\$ 2.00	\$ 1,970.00	\$ 2.00	\$ 1,970.00	\$ 2.45	\$ 2,442.50	\$ 2.00	\$ 1,970.00	\$ 3.00	\$ 2,955.00
Q	Non-Point Erosion Control Measures & NPDES Stormwater Requirements	LS	1	\$ 730.00	\$ 730.00	\$ 2,800.00	\$ 2,500.00	\$ 300.00	\$ 300.00	\$ 1,100.00	\$ 1,100.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,850.00	\$ 1,850.00
R	Service Connections (Number of Taps)	EA	18	\$ 500.00	\$ 9,000.00	\$ 700.00	\$ 12,600.00	\$ 300.00	\$ 5,400.00	\$ 300.00	\$ 5,400.00	\$ 800.00	\$ 14,400.00	\$ 645.52	\$ 11,619.36	\$ 875.00	\$ 15,750.00	\$ 870.00	\$ 15,660.00
	Service Lines (34" Long Service Boxes)	EA	8	\$ 400.00	\$ 3,200.00	\$ 700.00	\$ 5,600.00	\$ 875.00	\$ 7,000.00	\$ 900.00	\$ 7,200.00	\$ 360.00	\$ 2,880.00	\$ 1,146.78	\$ 9,174.24	\$ 1,260.00	\$ 10,080.00	\$ 970.00	\$ 7,760.00
T	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,100.00	\$ 1,100.00	\$ 3,000.00	\$ 3,000.00	\$ 7,061.00	\$ 7,061.00
U	Fence Replacement																		
	Fence Replacement - Chain Link	LF	10	\$ 20.00	\$ 200.00	\$ 25.00	\$ 250.00	\$ 5.00	\$ 50.00	\$ 30.00	\$ 300.00	\$ 50.00	\$ 500.00	\$ 24.00	\$ 240.00	\$ 30.00	\$ 300.00	\$ 33.00	\$ 330.00
	Fence Replacement - Split Wood	LF	10	\$ 10.00	\$ 100.00	\$ 25.00	\$ 250.00	\$ 5.00	\$ 50.00	\$ 32.00	\$ 320.00	\$ 50.00	\$ 500.00	\$ 71.00	\$ 710.00	\$ 29.00	\$ 290.00	\$ 39.00	\$ 390.00
	Wire Fence	LF	480	\$ 3.00	\$ 1,440.00	\$ 5.00	\$ 2,400.00	\$ 5.00	\$ 2,400.00	\$ 8.00	\$ 3,840.00	\$ 1.00	\$ 480.00	\$ 5.00	\$ 2,400.00	\$ 7.00	\$ 3,360.00	\$ 8.00	\$ 3,840.00
V	Sancti CMP Water Line Abandonment In-Place	LF	2,570	\$ 1.00	\$ 2,570.00	\$ 1.00	\$ 2,570.00	\$ 0.50	\$ 1,285.00	\$ 0.50	\$ 1,285.00	\$ 1.00	\$ 2,570.00	\$ 1.42	\$ 3,649.40	\$ 0.50	\$ 1,285.00	\$ 1.00	\$ 2,570.00
W	Tree Undercrossing/Protection																		
	12" Tree Undercrossing (Free boxes)	LF	70	\$ 40.00	\$ 2,800.00	\$ 50.00	\$ 3,500.00	\$ 45.00	\$ 3,150.00	\$ 30.00	\$ 2,100.00	\$ 80.00	\$ 5,600.00	\$ 70.00	\$ 4,900.00	\$ 175.00	\$ 12,250.00	\$ 375.00	\$ 26,250.00
	Tree Protection	EA	6	\$ 300.00	\$ 1,800.00	\$ 250.00	\$ 1,500.00	\$ 100.00	\$ 600.00	\$ 400.00	\$ 2,400.00	\$ 250.00	\$ 1,500.00	\$ 300.00	\$ 1,800.00	\$ 130.00	\$ 780.00	\$ 550.00	\$ 3,300.00
	Subtotal (Item A - W)				\$ 151,805.34		\$ 185,008.00		\$ 145,194.00		\$ 177,877.00		\$ 160,616.68		\$ 106,496.82		\$ 217,289.50		\$ 227,561.00
X	Contingency Allowance. As specified. Complete in Place 5% of Subtotal (Item A-W)	LB	1	\$ 7,590.17	\$ 7,590.17	\$ 9,250.40	\$ 9,250.40	\$ 7,255.20	\$ 7,255.20	\$ 8,881.81	\$ 8,881.81	\$ 9,000.83	\$ 9,000.83	\$ 8,884.83	\$ 8,884.83	\$ 10,864.48	\$ 10,864.48	\$ 11,278.05	\$ 11,278.05
	Total Bid (Yours Road Alternate Water Main Extension (Stormwater Sewer) Item A-X)				\$ 161,895.51		\$ 194,258.40		\$ 152,449.20		\$ 186,758.81		\$ 169,617.51		\$ 115,381.65		\$ 228,154.00		\$ 238,839.05

\*Have match Measurement & Payment Section, (PART 1.4)

Cells highlighted in yellow indicate where math errors, etc. were identified and corrected including affected subtotals and totals




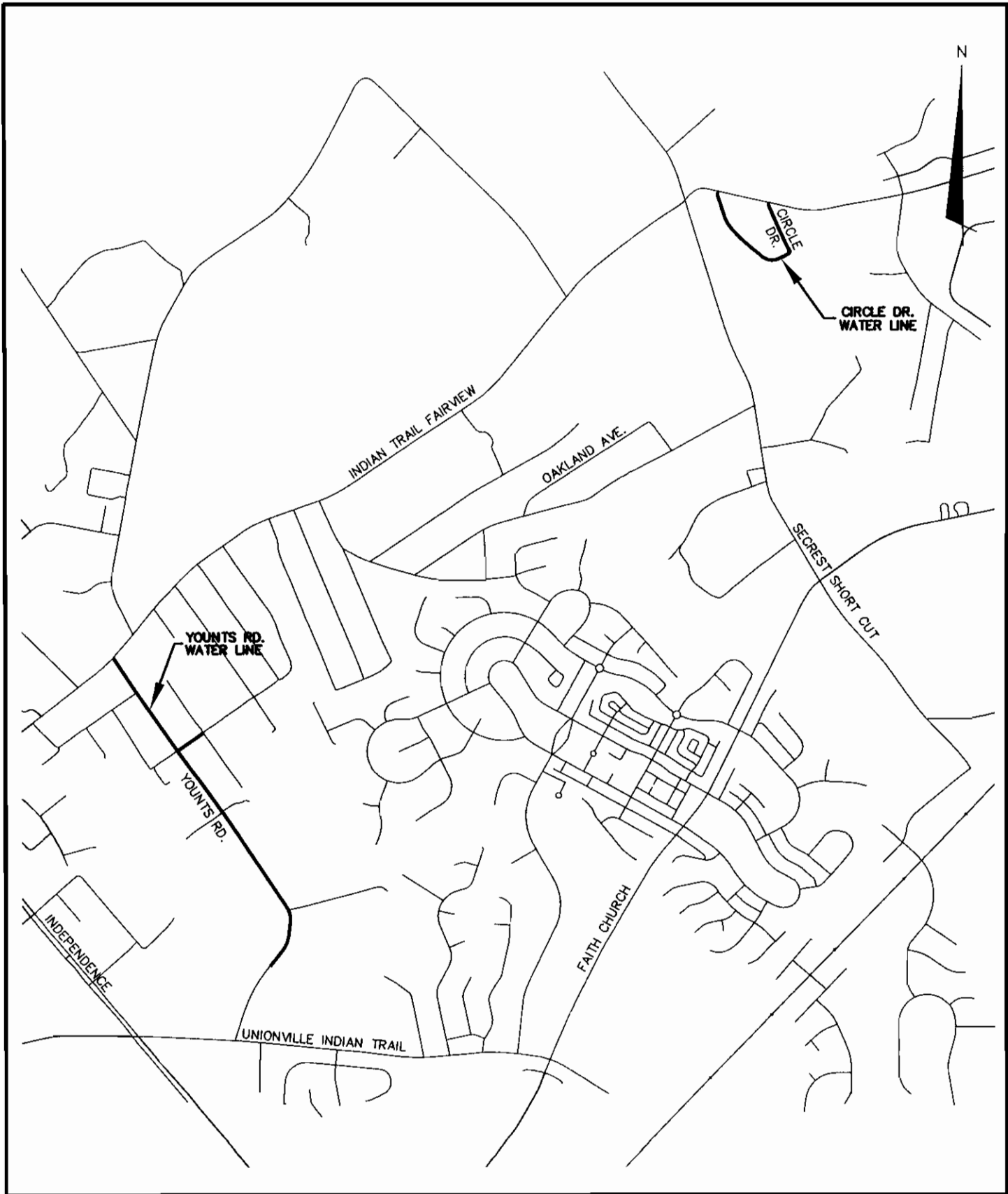
CIRCLE DRIVE & YOUNTS ROAD  
 WATER MAIN EXTENSION  
 CERTIFIED BID TABULATION  
 BID OPENING, JULY 15, 2010

ITEM NO.	DESCRIPTION	C&W UTILITIES, INC. NC LICENSE NO. 61009	RF SHINN CONTRACTORS NC LICENSE NO. 10580	STATE UTILITY CONTRACTORS NC LICENSE NO. 17793	DELLINGER, INC. NC LICENSE NO. 5882	GAWN DEVELOPMENT NC LICENSE NO. 90558	PAYNE, MCGINN, & CUMMINS NC LICENSE NO. 41441	BLUYTHE DEVELOPMENT NC LICENSE NO. 26344	PROFST CONSTRUCTION NC LICENSE NO. 1333
		TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
I	TOTAL BID CIRCLE DRIVE WATER MAIN EXTENSION	\$ 70,992.47	\$ 85,764.00	\$ 85,448.08	\$ 76,289.70	\$ 85,792.74	\$ 119,447.92	\$ 119,081.88	\$ 170,403.45
II	TOTAL BID YOUNTS ROAD WATER MAIN EXTENSION (NORTHERN SECTION)	\$ 112,817.45	\$ 121,297.30	\$ 122,647.85	\$ 136,284.00	\$ 148,575.93	\$ 183,182.97	\$ 187,307.83	\$ 232,879.50
III	TOTAL BID YOUNTS ROAD ALTERNATE WATER MAIN EXTENSION (SOUTHERN SECTION)	\$ 101,280.61	\$ 143,747.10	\$ 152,359.20	\$ 106,560.85	\$ 180,647.51	\$ 208,321.45	\$ 228,153.90	\$ 238,939.05
I + II	Total Bid Combined (Circle Drive Water Main Extension + Younts Road Water Main Extension)	\$ 183,809.92	\$ 207,061.30	\$ 208,095.93	\$ 212,573.70	\$ 234,368.67	\$ 302,630.89	\$ 306,389.71	\$ 403,282.95
I + II + III	Total Bid Combined (Circle Drive Water Main Extension + Younts Road Water Main Extension + Younts Road Alternate Water Main Extension)	\$ 285,690.38	\$ 348,748.40	\$ 360,755.13	\$ 348,857.75	\$ 414,916.18	\$ 485,813.86	\$ 534,543.61	\$ 642,221.90

Calls highlighted in yellow indicate where each bidder has a certified bid and/or received a certified bid from the State. Calls highlighted in blue indicate where the bidder's bid was rejected. 3% of each bid's total bid amount will be withheld until water connected including a bonded substitute and bond.

I hereby certify that the above tabulation is a correct tabulation of the bids received on July 15, 2010 Union County Public Works Circle Drive and Younts Road Water Main Extension Project.  
 Name: **JAMES T. LYON**  
 Date: **AUGUST 3, 2010**

  
**AUGUST 3, 2010**



DATE	REVISION	INITIAL


**McKIM & CREED**  
 8020 TOWER POINT DRIVE  
 CHARLOTTE, NC 28227  
 PHONE: (704)841-2588, FAX: (704)841-2567  
 Internet Site: <http://www.mckimcreed.com>

**PROJECT MAP**  
 YOUNTS ROAD WATER LINE  
 &  
 CIRCLE DRIVE WATER LINE  
 PROJECT # : 0771-0028

ITEM 5

THE ATTACHED INFORMATION

IS THE SAME INFORMATION

PROVIDED FOR THIS REQUEST

FOR THE

JUNE 21, 2010, AND

AUGUST 2, 2010, MEETINGS

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 21<sup>st</sup> 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	--	--	--
				<b>20,600</b>

## **Village of Wesley Chapel**

July 14<sup>th</sup>, 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 21<sup>st</sup>, 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 19<sup>th</sup>, 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.

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:** Reuest 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 Commisioners 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 allotted to other Government F acilities."

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 indefinately 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 a rea 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:**



**WESLEY  
CHAPEL  
VFD  
FIRE  
STATION**

**NO. 26**  
Wesley Chapel  
North Carolina

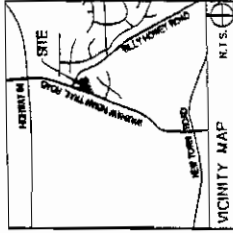
REVISED FOR CONNECTION  
REV. 1 - JUNE 2010  
REV. 2 - JUNE 2010

Project Number 109370  
Date June 2, 2010  
Drawn by JWCS  
Checked by JIL

**Utility  
Plan**



**C-007**



**LEGEND**

[Symbol]	EXISTING ROAD WAY	-/-
[Symbol]	Proposed for the site and adjacent	-/-
[Symbol]	PROPOSED WATER LINE	-/-
[Symbol]	PROPOSED SANITARY SEWER	-/-
[Symbol]	PROPOSED ELECTRICAL	-/-
[Symbol]	PROPOSED TELEPHONE	-/-

**WATER DISTRIBUTION NOTES**

1. If the fire connection is interrupted, the fire station will be unable to operate.
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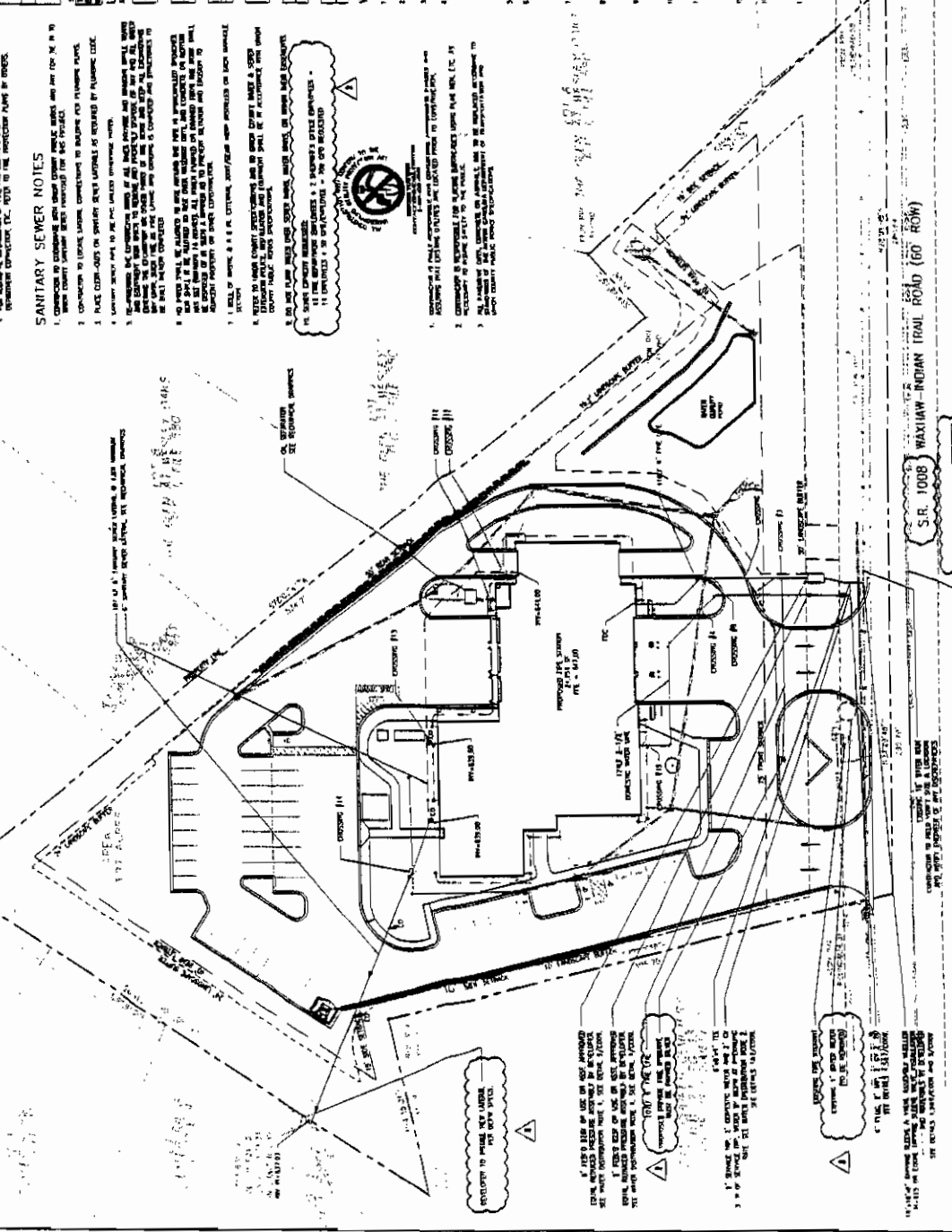
**FIRE DEPARTMENT CONNECTION  
(F.D.C.) NOTES:**

1. ALL THE EXISTING CONNECTION SHALL BE MAINTAINED AT ALL TIMES.
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17. ALL THE EXISTING CONNECTION SHALL BE MAINTAINED AT ALL TIMES.

**SANITARY SEWER NOTES**

1. CONNECTION TO EXISTING SANITARY SEWER SHALL BE MAINTAINED AT ALL TIMES.
2. CONNECTION TO EXISTING SANITARY SEWER SHALL BE MAINTAINED AT ALL TIMES.
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16. CONNECTION TO EXISTING SANITARY SEWER SHALL BE MAINTAINED AT ALL TIMES.
17. CONNECTION TO EXISTING SANITARY SEWER SHALL BE MAINTAINED AT ALL TIMES.

LOCATION	DEPTH	DIAMETER	LENGTH	START DATE	END DATE	STATUS
CHASSIS 101	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 102	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 103	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 104	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 105	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 106	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 107	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 108	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 109	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 110	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 111	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 112	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 113	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 114	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 115	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 116	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 117	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 118	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 119	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT
CHASSIS 120	1.5 FT	18 IN	100 FT	10/1/09	12/31/09	AS BUILT



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

PROPOSED FIRE DEPARTMENT CONNECTION  
AS BUILT  
18 IN DIA  
1.5 FT DEPTH

PROPOSED SANITARY SEWER  
AS BUILT  
18 IN DIA  
1.5 FT DEPTH

PROPOSED ELECTRICAL  
AS BUILT  
18 IN DIA  
1.5 FT DEPTH

PROPOSED TELEPHONE  
AS BUILT  
18 IN DIA  
1.5 FT DEPTH

# POLICY FOR ALLOCATING WASTEWATER TREATMENT CAPACITY

SEPTEMBER 17, 2007

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## 1.0 DEFINITIONS

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

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

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

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

**Availability Letter** has the same meaning as Accessibility Letter.

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

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

**Crooked Creek WWTP** means Union County's Crooked Creek Wastewater

Treatment Plant located at 4015 Sardis Church Road.

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

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

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

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

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

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

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

***GPD*** means gallons per day.

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

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

***NCDWQ*** means the North Carolina Division of Water Quality.

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

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

***Project*** has the same meaning as Development Project.

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

***Retirement Community*** means a housing development that is designed for and

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

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

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

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

*UCPW* means the Union County Public Works Department.

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

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

## **2.0 RECITALS**

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



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

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

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

- 2.6 The Policy set forth herein is intended to provide guidelines for allocating, in a fair, rational, and lawful manner among competing interests: (i) the limited Capacity at the Treatment Facilities that will become available when the Current Expansion is complete and the Moratorium lifted; and (ii) the limited Capacity at 6-Mile. Subject to approval of the County Manager, the Union County Public Works Director may authorize a departure from these guidelines when strict adherence would frustrate the purpose of these guidelines or endanger the health, safety or welfare of the citizens of Union County. The County Manager shall report any such departure to the Board of County Commissioners no later than the Board's next regular meeting.
- 2.7 Pursuant to G.S. § 153A-283, Union County may in no case be held liable for damages for failure to furnish sewer services, and this Policy creates no legal right to receive, nor any legal duty on the part of Union County or UCPW to provide, any amount of existing or future wastewater treatment capacity at the Treatment Facilities, through the 6-Mile Collection System, or elsewhere.

### **3.0 SCOPE**

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

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

#### **4.0 PURPOSE**

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

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

already overburdened public schools; and

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

## **5.0 EFFECTIVE DATE**

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

### **PART I**

#### **ALLOCATION OF CAPACITY: 12-MILE AND CROOKED CREEK WWTPS**

## **6.0 FIRST PRIORITY PROJECTS**

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

### **6.1 PROJECTS WITH CONTRACTED CAPACITY**

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

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

phase(s) thereof specifically identified in Exhibit 1.

6.1.2 The amount of Capacity at the Treatment Facilities available to any individual Project may not exceed the lesser of: (i) the amount necessary to fulfill the County's remaining obligation under the contract for that Project; or (ii) the amount stated in the Flow Permit.

6.1.3 Connection to the Treatment Facilities pursuant to this Section shall be subject to all terms and conditions stated in the contract.

6.1.4 It is expressly noted that pursuant to Subsection 2.2.2 of the UCPW Extension Policy, UCPW's response to a Letter of Intent (sometimes referred to as an Accessibility Letter or Availability Letter) does not represent a reservation of Capacity at the Treatment Facilities in favor of the Project. Such response, therefore, confers no contractual rights. Similarly, Capacity at the Treatment Facilities is not reserved and no contractual rights are conveyed pursuant to receipt of an Accessibility Letter or Availability Letter issued in any other context.

## 6.2 **PROJECTS WITH ZERO FLOW PERMITS**

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

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

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

### **6.3 Projects With Denied Applications**

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

following terms and conditions:

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

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

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

#### **6.4 CAPACITY LIMITATION FOR ALL FIRST PRIORITY PROJECTS**

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

#### **7.0 SECOND PRIORITY PROJECTS**

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

#### **7.1 GOVERNMENT FACILITIES**

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

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

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

## **7.2 TAP ONLY PROJECTS**

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



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

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

## **8.0 THIRD PRIORITY PROJECTS**

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

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

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

following formula:

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

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

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

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

8.5 The owner or developer of any Project not appearing on Exhibit 7, but for which UCPW has, between the dates of February 7, 2005, and February 7, 2007: (i) issued an Accessibility Letter; or (ii) received a Development Submittal, may within thirty (30) days from the Effective Date submit written documentation of the same to the UCPW Director along with a request for Third Priority status. The Director may ask for additional corroborative evidence in support of the request, and may consider such additional evidence in making his or her determination. If the Director denies the request, or fails to respond within thirty (30) days of receipt of the request, the owner or developer may seek review by the County Manager, whose decision shall be final.

8.6 In no event may any Third Priority Project receive any greater Capacity at the Treatment Facilities under Sections 8.2 or 8.3 than the amount necessary to serve the Project or portion(s) or phase(s) thereof described in the Accessibility Letter or Development Submittal or for which Third Priority status was established pursuant to Section 8.5.

## 9.0 ACCEPTANCE OF ENGINEERING PLANS

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

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

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

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

## **PART II**

### **ALLOCATION OF CAPACITY: 6-MILE COLLECTION SYSTEM**

#### **10.0 FIRST PRIORITY PROJECTS**

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

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

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

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

## **11.0 SECOND PRIORITY PROJECTS**

### **11.1 GOVERNMENT FACILITIES**

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

Flow Permit.

## **11.2 TAP ONLY PROJECTS**

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

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

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

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

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

## **12.0 THIRD PRIORITY PROJECTS**

### **12.1 ACTIVE PROJECTS**

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

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

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

**12.1.1** As used in this Section, "Project" means the Project or portion(s) or phase(s) thereof specifically identified in Exhibit 9 or for which an owner or developer has established eligibility for Active status pursuant to Subsection 12.1.4.

**12.1.2** The amount of Capacity at 6-Mile available to serve any individual Project may not exceed the lesser of: (i) the amount identified in Exhibit 9 or the amount for which Active status was established pursuant to Subsection 12.1.4; or (ii) the amount stated in the Flow Permit.

**12.1.3** Failure of the owner or developer of Projects qualifying for Active status pursuant to this Section to submit a Flow Permit Application within one (1) year from the Effective Date will result in the loss of any Capacity at 6-Mile reserved in favor of the Project pursuant to this Section.

**12.1.4** The owner or developer of any Project not appearing on Exhibit 9, but for which UCPW has, between August 20, 2005 and August 20, 2007: (i) issued an Accessibility Letter; or (ii) received a Development Submittal, may within thirty (30) days from the Effective Date submit written documentation of the same to the UCPW Director along with a request for Active status. The Director may ask for additional corroborative evidence in support of the request, and may consider such additional evidence in



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

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

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

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

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

## 12.2 PART I THIRD PRIORITY PROJECTS

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

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

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

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

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

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

### 13.0 RESERVE CAPACITY

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

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

#### **14.0 ACCEPTANCE OF ENGINEERING PLANS**

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

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

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

**Adopted this 17<sup>th</sup> 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
				<b>283,176</b>

**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
	Lowe's 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	-	-	-
				<b>236,473</b>



Exhibit 4

Michael F. Easley, Governor

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

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

March 22, 2007

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

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

Dear Ms Putman:

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

Project Name	Date Received	Project Type	Gallons	Project Number
Fieldstone Farms Subdivision	2/6/07	Modification	18,000	WQ0031182
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  
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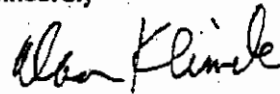


Wesley Chapel, Phase II				
Chestnut Place	1/24/07	New	4,680	WQ0029610
Wendover at Curry Place	1/24/07	New	18,360	WQ0029218
Fairhaven, Phase I	1/24/07	New	52,820	WQ0029278
St. John's Forest, Phase 4-B	1/19/07	New	17,640	Not assigned
St. John's Forest, Phase 4-A	1/19/07	Modification	16,560	WQ0030316
Lawson, Phase 4 Subdivision	1/18/07	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	
Crooked Creek	ES "J" Stallings	1	9,600	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	-	-	-
				<b>20,600</b>

**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 (Lowes)	--	50,000	
	Century Contractors Sewer Ext.	3	1,250	
	Indian Trail Town Center	48	30,268	
	Cahill	2	5,280	
				<b>331,280</b>

**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	
				<b>1,325,820</b>

**Exhibit 8**  
**Six Mile Creek**  
**Contract Capacity**

<b>PROJECT</b>	<b># LOTS</b>	<b>GPD</b>	<b>TOTAL GPD</b>
Millbridge	1,045	198,550	198,550

**Exhibit 9  
Six Mile Creek  
Active Projects**

**NONRESIDENTIAL**

<b>PROJECT</b>	<b>Lots</b>	<b>GPD</b>	<b>TOTAL GPD</b>
Providence Rd Commercial	--	70,855	
Antioch Church/Wedd-Math Rd	--	40,740	

111,595

**RESIDENTIAL**

<b>PROJECT</b>	<b>Lots</b>	<b>GPD</b>	<b>TOTAL GPD</b>
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.

# Building Permit Statistics

Statistics on Union County Building Permits Issued from Jul 1, 2010 to Jul 31, 2010

Permit Type	Count of Permits	Number of Units	Square Footage	Construction Value
<b>Commercial</b>				
Commercial - Addition	2	0	2,376	\$323,000.00
Commercial - New	3	0	39,311	\$4,204,000.00
Commercial - Renovation	3	0	41,752	\$523,551.00
Commercial - Upfit	2	0	6,750	\$341,000.00
Modular - New	1	0	864	\$5,500.00
<b>Totals for Commercial</b>	<b>11</b>	<b>0</b>	<b>91,053</b>	<b>\$5,397,051.00</b>
<b>Residential</b>				
Accessory - New	41	0	12,460	\$486,979.00
Duplex - New	3	0	4,870	\$306,000.00
Modular - New	1	0	3,525	\$139,293.00
Single Family - Addition	9	0	5,776	\$285,885.00
Single Family - New	45	0	148,392	\$7,166,820.00
Single Family - Renovation	11	0	5,380	\$416,700.00
<b>Totals for Residential</b>	<b>110</b>	<b>0</b>	<b>180,403</b>	<b>\$8,801,677.00</b>
<b>Grand Totals</b>	<b>121</b>	<b>0</b>	<b>271,456</b>	<b>\$14,198,728.00</b>

# Building Permits of a Minimum Value

*Building Permits Issued from Jul 1, 2010 to Jul 31, 2010 with a Construction Value greater than \$500,000.00*

Permit No.	Type Of Structure	Site Address / Subdivision - Lot	Applicant	Constructio Value
1. 10-01684	Commercial	4099 Campus Ridge Rd -	Andujar Construction 3013 Griffith Street, Charlotte, NC 28203	\$2,400,000.
2. 09-03563	Commercial	5407 Potter Rd, Stallings -	George Laycock, Inc. 4080 McGinnis Ferry Road Ste. 1101, Alpharetta, NC 30005	\$1,452,500.
<b>Total of All Projects:</b>				<b>\$3,852,500.</b>



**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: August 16, 2010**

**Action Agenda Item No.     6**  
(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:** No

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

**INFORMATION CONTACT:**  
Richard Black  
Lee Jenson

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

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**DEPARTMENT'S RECOMMENDED ACTION:** To consider amending 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. On August 2, 2010, the Board of County Commissioners held a public hearing to receive comments from the public concerning the proposed amendment. There were no speakers in opposition to or in favor of the proposed text amendment.

**FINANCIAL IMPACT:**

**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. 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.

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**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 9:00 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) 225-1554 and make a request at least 36 hours in advance. Any other special assistance needed by an individual due to a disability under the Americans with Disabilities Act should call (704) 283-3880 and make a request at least 36 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. Christy Notary Public

My commission expires \* May 11, 2013 \* Seal

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

Title III Account # 30062340

COST \$ 243.78

Commissioners

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Monroe, NC 28111-5040

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

## PUBLIC NOTICE

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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.

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.

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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.



# Carolina Medical Center Union

MEMORANDUM  
DATE \_\_\_\_\_  
SUBJECT \_\_\_\_\_

June 10, 2010

AGENDA ITEM  
# 7a  
MEETING DATE 8/16/10

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 21<sup>st</sup> 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 small dot above the letter 'i' in "Lutes".

**Michael J. Lutes**  
President

Union  
West  
Ambulatory  
Surgery  
Center

# **Union West Ambulatory Surgery Center Addition of Second Operating Room**

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



**Carolinus Medical Center  
Union**

# Summary of Project

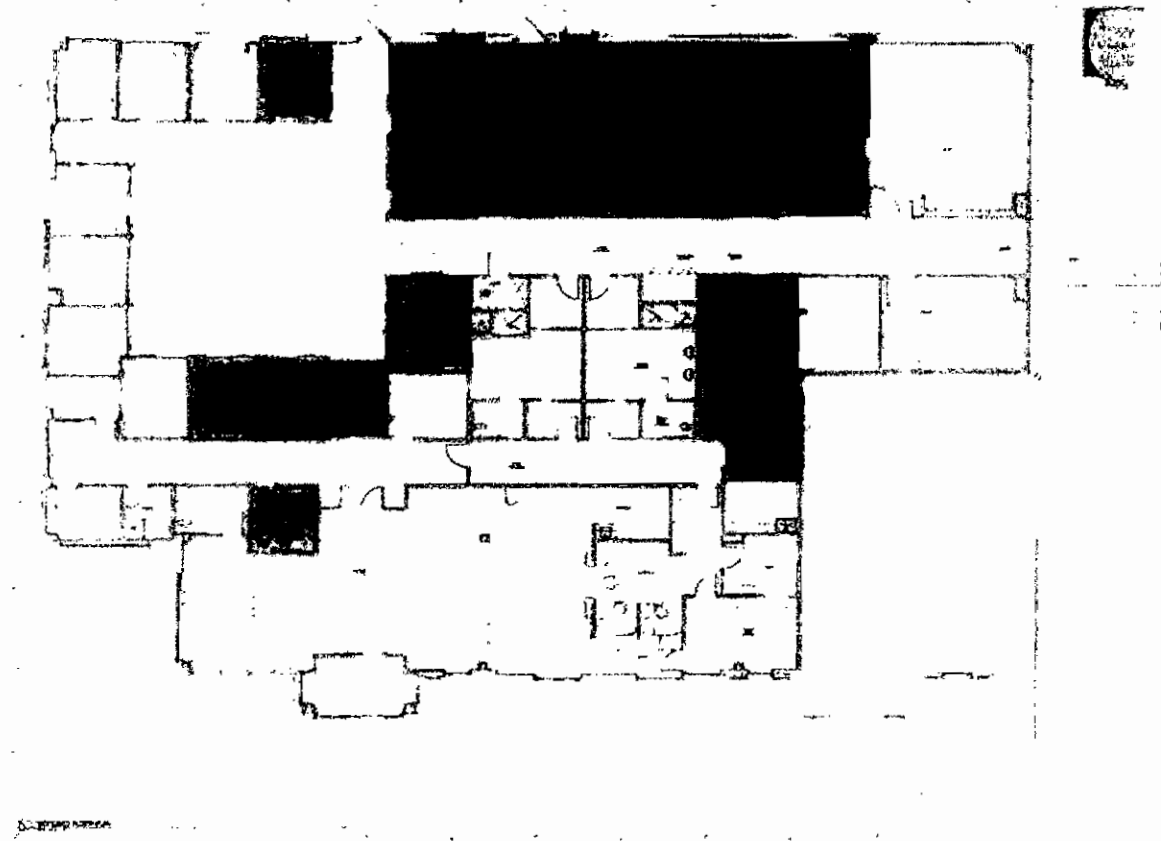
- Ambulatory Surgery Center (ASC) with one OR was approved by the BOCC on November 19, 2007 to be developed at Union West Medical Plaza, Indian Trail, NC on Highway 74.
- A second OR will be constructed as part of the current ASC construction project
- 1,008 square feet for second OR and support space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

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

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

<b>ENT</b>	<b>Gynecology</b>	<b>Orthopedics</b>	<b>Podiatry</b>
<b>General Surgery</b>	<b>Ophthalmology</b>	<b>Plastic Surgery</b>	<b>Urology</b>

**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

<b>Net Income</b>	<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.



Resolution of the Board of Commissioners  
Union County, North Carolina

AGENDA ITEM

7. b

MEETING DATE 8/16/10

WHEREAS, Union County, North Carolina (the "County") is the owner of Union Memorial Hospital, an acute care hospital located in the City of Monroe, together with certain land, buildings, healthcare facilities, fixtures, equipment and other tangible personal property associated therewith (collectively, the "Hospital");

WHEREAS, the Hospital is operated by Union Memorial Regional Medical Center, Inc., a North Carolina nonprofit corporation doing business as CMC-Union (the "Corporation")

WHEREAS, the Corporation is a subsidiary of the Charlotte-Mecklenburg Hospital Authority, a North Carolina hospital authority doing business as Carolinas Healthcare System ("CHS");

WHEREAS, the Hospital is leased by the County to the Corporation pursuant to a lease agreement dated as of August 27, 1995, as amended (the "Amended Lease Agreement" or the "Lease"), and the term of the Lease expires August 26, 2020;

WHEREAS, CHS is a party to the Lease for the limited purpose of acknowledging CHS' obligation to guarantee the payment of rent and other financial obligations of the Corporation described in the Lease;

WHEREAS, pursuant to the Lease, the Corporation agreed to "secure prior written approval of the county for long-term contracts, plans, specifications, and contractual documents for capital expenditures involving leased property, additions, renovations, and/or replacement, the cost of which will require the expenditure of five Hundred thousand Dollars (\$500,000)" (Lease section 2.1);

WHEREAS, the Lease further provides that (i) "no revenues or other assets of the Corporation shall be paid to, or utilized for the benefit of, [CHS] or any of its subsidiaries, facilities, or affiliates, except ...payment of the Fee; and ...utilization of revenues or other assets by the Corporation in its operation and maintenance of the Hospital..."(Lease, section 4.5); (ii) "the Corporation agrees to reinvest any 'Net Operating Surplus' into the Hospital and the provision of health care in Union County" (Lease, section 4.4); and (iii) "the Corporation's sole purpose shall be the operation and maintenance of the Hospital, except as may be otherwise expressly agreed by the County" (Lease, section 2.1);

WHEREAS, on September 15, 2006, the Corporation and CHS, as co-applicants, submitted a Certificate of Need Application (the "CON Application") with the North Carolina Department of Human Resources, Division of Health Service Regulation, Certificate of Need Section requesting approval of the Waxhaw Project (Project Identification Number F-7706-06), with a total estimated capital expenditure of \$19,392,165 (the "Waxhaw Project" or the "Project")

WHEREAS, the CON Application described the Waxhaw Project as a healthcare facility (the "Waxhaw Facility") consisting of a free-standing emergency department and outpatient imaging and diagnostic facilities;

WHEREAS, the CON Application represented that the new facility would be built on a tract of land (the "Land") purchased by CHS in Waxhaw and that the cost of constructing, furnishing and equipping the Waxhaw Facility would be paid by the Corporation.

WHEREAS, the CON Application represented that the Corporation's share of the estimated total capital cost of the Project was \$17,192,165 and would be paid in cash from the Corporation's reserves, and that CHS' share of the cost was \$2,200,000 (the cost of the land) and would be paid out of its reserves.

WHEREAS, the CON Application further represented that the Land would be leased by CHS to the Corporation for a term of fifty (50) years at an initial rent of \$90,003 per year, subject to a 3% annual increase.

WHEREAS, on June 30, the CON Section issued a Certificate of Need for the Waxhaw Project subject to a maximum capital expenditure of \$21,005,319 and material compliance with "all representations made in the certificate of need application submitted to the Certificate of Need Section September 15, 2006...";

WHEREAS, in a letter dated October 5, 2009 from CHS to the CON Section (the "Letter of October 5, 2009"), CHS and the Corporation, without consulting or informing the County, sought approval to reallocate certain costs, with CHS assuming the cost of constructing the building for the Project (in addition to paying the cost of the Land) and the Corporation agreeing to be responsible for the cost of upfitting the building and providing the furniture, furnishings and equipment for the Project.

WHEREAS, on October 19, 2009, the CON Section responded favorably to this request, but noted that the Section's approval was "based solely on the facts represented by you and that any change in facts as represented would require further consideration..."

WHEREAS, the Letter of October 5, 2009 did not discuss any change in the term of the Lease nor did it mention any change in the amount of rent due under the Lease;

WHEREAS, the County received a request (the "Request") from the Corporation and CHS to approve the proposed capital expenditures by the Corporation for the Waxhaw Facility, as set forth in the Letter of October 5, 2009, and the County was at that time notified that the Term of the Lease would be reduced from fifty (50) years, as represented in the CON Application, to ten (10) years and that the annual rent would be increased from \$90,003 to \$615,874.32.

WHEREAS, according to the Request, the total amount of rent paid by the Corporation during the Lease term will amount to approximately 72% of the total building and upfit expenditures for the Project;

WHEREAS, at the end of the Lease term, the Corporation will have paid a significant percentage of the total cost of the Project and yet will be subject to eviction from the Waxhaw Facility and no longer be able to operate the emergency department located in the facility.

WHEREAS, on or about November 1, 2009, CHS and the Corporation entered into an office lease (the "Office Lease") for the Waxhaw Facility for a term from November 1, 2009 to August



26, 2020, with an initial yearly rent of \$615,874.32 for the building, with the building upfit above \$40 per square foot to be paid by the Corporation.

WHEREAS, it is the understanding that the Corporation has been paying CHS monthly rent in the amount of \$51,322.86 since November 1, 2009, despite the fact that the building is not upfit or otherwise in a condition where an emergency department can be operated;

WHEREAS, based on the foregoing facts and circumstances, the County has determined that the said capital expenditures proposed by the Corporation and CHS for the Waxhaw Project will substantially benefit CHS, which will own the Waxhaw Facility at the end of the Lease, and that such expenditures will not be solely for the operation and maintenance of the Hospital or the provision of health care in Union County;

NOW THEREFORE, the Board of Commissioners of the County of Union, North Carolina does hereby adopt the following resolution:

RESOLVED, that the County hereby refuses to approve the capital expenditures proposed by the Corporation for the Waxhaw facility.

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**  
Meeting Date: 7-19-2010

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

**SUBJECT:** VAD Sign Presentation

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**DEPARTMENT:** NCCES

**PUBLIC HEARING:** Choose one....

**ATTACHMENT(S):**  
Everette Medlin, Chairman of the Union County Agricultural Advisory Board will be presenting information with regard to current acreage in the VAD Program, as well as recognition to the latest addition.

**INFORMATION CONTACT:**  
Richard Melton

**TELEPHONE NUMBERS:**  
704-283-3738  
704-363-2173

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**DEPARTMENT'S RECOMMENDED ACTION:** To present sign to Frank Howey, Jr. designating the addition of his property of 117.88 acres into the Union County VAD Program

**BACKGROUND:** On 3-4-2010 the Union County Agricultural Advisory Board approved the addition of 117.88 acres owned by Frank Howey, Jr. to the Union County VAD Program. Mr. Howey's parcel is one of 28 (twenty-eight) currently in the program. The total acreage included is 7664.16. This program acts to protect farmland and preserve greenspace in Union County.

**FINANCIAL IMPACT:** None

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:**

UNION COUNTY  
BOARD OF COMMISSIONERS

AGENDA ITEM

# 10

MEETING DATE

8/16/10

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: July 19, 2010

Action Agenda Item No. \_\_\_\_\_

(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.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**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

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2539

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

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

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

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

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

Purpose: Lease Space for Adult Probation

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

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

TYPE OF CONTRACT: (Please Check One)  New  Renewal  Amendment Effective Date: 1/1/2011

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

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

Department Head's Signature: [Signature] Date: 6/12/10

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

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

Approval by Manager per authorization of Board

Date of Board authorization: \_\_\_\_\_ Attorney's Signature: \_\_\_\_\_

Approval by Manager subject to authorization by Board  Date: \_\_\_\_\_

Date Board authorization requested: 7/19/10

Clerk to confirm authorization given

Use Standard Template  **RISK MANAGEMENT**

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

OR See Working Copy  OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

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

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

## INFORMATION TECHNOLOGY DIRECTOR

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

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

IT Director's Signature Date: \_\_\_\_\_

Date Received: \_\_\_\_\_ **BUDGET AND FINANCE**

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

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

Budget Code: \_\_\_\_\_ Vendor No.: \_\_\_\_\_ Encumbrance No.: \_\_\_\_\_

Notes: \_\_\_\_\_

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

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

Finance Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CLERK

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

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

Attorney  Information Tech. Director  Other: \_\_\_\_\_

## COUNTY MANAGER

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

County Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF UNION

COMMERCIAL LEASE AGREEMENT

AGREEMENT, made and entered into this \_\_\_\_th day of \_\_\_\_\_, 2010;

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

**AND:** UNION COUNTY, its successors and or assigns, with its principal place of business located at 500 North Main Street, Suite 8, 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 2630 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 **January 1, 2011**, (hereinafter referred to as the "Commencement Date") and shall continue for a period of **TEN (10) YEARS** from said commencement date.

**ARTICLE TWO**  
**RENTAL**

2.1 **RENT:** The Lessee shall pay to Lessor the sum of **\$113,500.00 per annum**, payable in **equal monthly installments of \$9,458.33 per month** as the **Rent** for the Demised. If the Term Commencement Date shall fall on a day other than the first day of a calender month, the monthly 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.

**2.4 SECURITY DEPOSIT: N/A**

**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 office space or any other use permitted under existing zoning, 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. 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**  
                          **500 North Main Street, Suite 8**  
                          **Monroe, NC 28110**  
                          **Attn.: Barry G. Wyatt**

**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:

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

**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 January 1, 2011; and
- b Lessee's receipt of any and all necessary permits from the appropriate State, County and/or Municipal Authorities to operate general office space.

**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.**

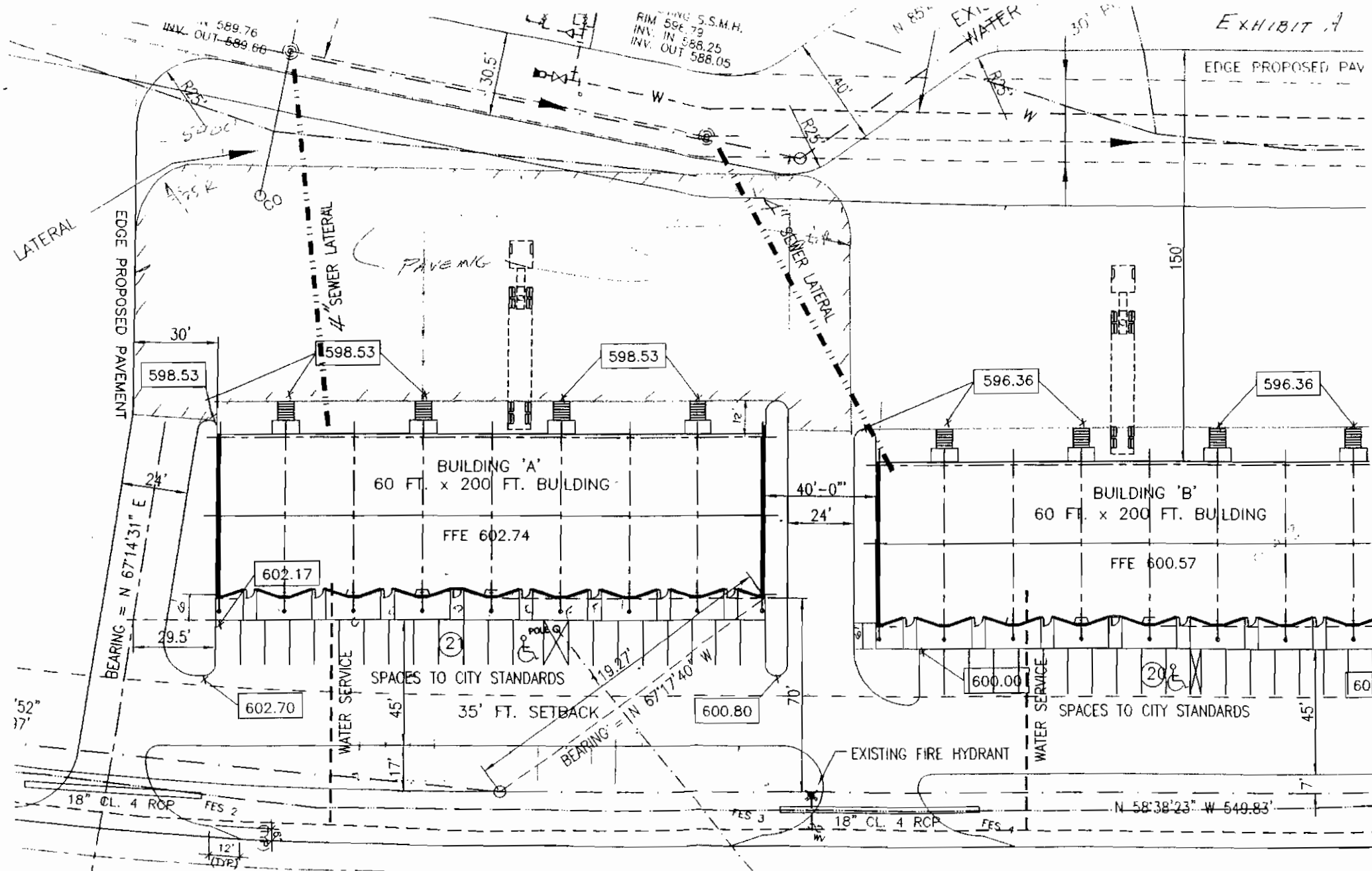
\_\_\_\_\_ **By:** \_\_\_\_\_  
**L. Carlton Tyson, Vice -President**

**As to Lessee:**

**WITNESS:** **LESSEE: UNION COUNTY**

\_\_\_\_\_ **By:** \_\_\_\_\_

EXHIBIT A



INV. IN 589.76  
INV. OUT 589.66

EXISTING S.S.M.H.  
RIM 596.79  
INV. IN 588.25  
INV. OUT 588.05

EXISTING WATER

EDGE PROPOSED PAV

LATERAL

EDGE PROPOSED PAVEMENT

4" SEWER LATERAL

4" SEWER LATERAL

598.53

598.53

598.53

596.36

596.36

BUILDING 'A'  
60 FT. x 200 FT. BUILDING

FFE 602.74

BUILDING 'B'  
60 FT. x 200 FT. BUILDING

FFE 600.57

602.17

602.70

600.80

600.00

600.00

WATER SERVICE

WATER SERVICE

EXISTING FIRE HYDRANT

N 58°38'23" W 540.83'

18" CL. 4 RCP

18" CL. 4 RCP

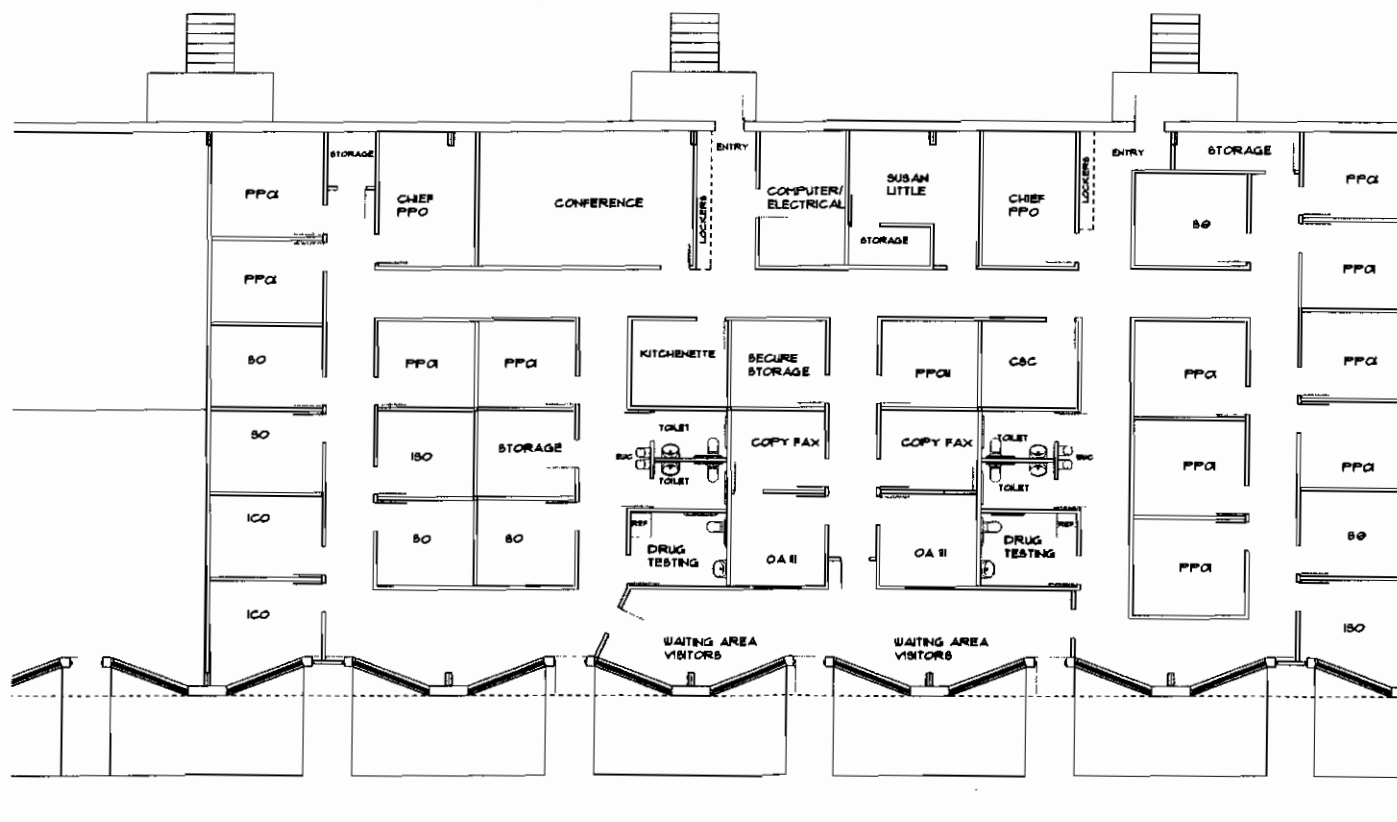
FES 2

FES 3

FES 4

12" (D.P.)

EXHIBIT B  
PRELIMINARY PLAN



**EXHIBIT "B"**  
**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:** \_\_\_\_\_

**EXHIBIT "C"**  
**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 been 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:** \_\_\_\_\_



County Commission Meeting 8-16  
Dudley, John to: west@co.union.nc.us

AGENDA ITEM

# 11  
MEETING DATE 8/16/10

08/06/2010 05:28 PM

Ms. West,

Al Green suggested I contact you and provide you with a brief bio and my presentation summary.

I have attached a bio.

As far as my presentation, I would like to provide a 10 minute overview of Frontier Communication, it's mission, structure and plans for the areas we serve. Frontier recently (July 1, 2010) became the new local telecommunications provider through the purchase of Verizon Communication's wireline properties.

John O. Dudley  
Frontier Communications  
General Manager - Union County, NC  
704-219-5638 (mobile)



*I can help you!*



Dudley Bio.docx



**PUBLIC NOTICE**

AGENDA ITEM  
# 12  
MEETING DATE 8/16/10

Representatives of the Department of Transportation will meet with the Board of Union County Commissioners to present the proposed annual Secondary Road Program for Union County for Fiscal Year 2010-11 on Monday, August 16, 2010, at 7:00 P.M. in the Union County Government Center, Board Room, first floor.

## RESOLUTION

**BE IT HEREBY RESOLVED** that the Union County Board of Commissioners accepts the 2010-2011 Secondary Road Program for Union County as presented on August 16, 2010, and as recorded below.

### North Carolina Department of Transportation Secondary Roads Construction Program

#### Union County

FY 2011 Anticipated Allocation

Highway Fund	\$ <u>1,113,651</u>
Trust Fund	\$ <u>780,665</u>
Plus Balance From 2009	\$ <u>411,117</u>
<b>Total</b>	<b>\$ <u>2,305,433</u></b>

#### I. Paving Unpaved Roads

**Programmed Paving Goal: 5.10 Miles**

##### A. Rural Paving Priority

Priority Number	<u>SR No.</u>	Length (Miles)	<u>Road Name and Description</u>	<u>Est. Cost</u>
1	SR 1318	.70	Lockhaven Road from EOP to EOM	\$ 433,891
2	SR 1670	.40	Baucom-Tarlton Road from SR 1627 to EOM	\$162,000
3	SR 1959	.40	Vance Pierce Road from SR 1740 to SR 1957	\$ 155,000
*4*	SR 1929	3.6	Canal Road from EOP to SC State Line	\$ 536,348

Total Miles 5.1

Subtotal \$ 1,287,239

\* See Note

##### \* Rural Paving Alternates

Priority Number	<u>SR No.</u>	Length (Miles)	<u>Road Name and Description</u>	<u>Est. Cost</u>
1	SR 1105	.30	Andrew Jackson Road from SC State Line to EOM	\$ 98,413
2	SR 1178	.15	Ben Price Road from SR 1103 to EOM	\$ 55,002
3	SR 1749	.70	Thomas Helms Road from SR 1750 to SR 1002	\$ 222,654
4	SR 1602	.30	Roy Kindly Road from SR 1601 to EOM	\$ 93,814

5	SR 1941	.30	Brooks Road from SR 1940 to EOM	\$ 100,465
6	SR 1910	.40	Huggins Dairy Road from SR 1005 to EOM	\$ 130,030
7	SR 2120	.15	Cox Road from SR 1005 to EOM	\$ 49,566

B. Subdivision Paving Priority

<u>Priority Number</u>	<u>SR No.</u>	<u>Length (Miles)</u>	<u>Road Name and Description</u>	<u>Est. Cost</u>

Total Miles \_\_\_\_\_

Subtotal \$ \_\_\_\_\_

\* Subdivision Paving Alternates

<u>Priority Number</u>	<u>SR No.</u>	<u>Length (Miles)</u>	<u>Road Name and Description</u>	<u>Est. Cost</u>

\* In the event that any roads in priority have to be placed on the "Hold List" due to unavailable right of way or environmental review, or if additional funding becomes available, funds will be applied to the roads listed in priority order in the paving alternate list.

**II. General Secondary Road Improvements**

A. Paved Road Improvements

<u>SR No.</u>	<u>Project Description</u>	<u>Est. Cost</u>
SR 1001	Love Mill Road from SR 1638 to SR 1653	\$550,000

Subtotal \$ 550,000

B. Unpaved Road Spot Improvements

Subtotal \$40,000

**III. Trust Fund Safety Improvements (GS 136-182)**

SR No.  
Cost

Project Description

Est.

<u>SR No.</u> <u>Cost</u>	<u>Project Description</u>	<u>Est.</u>
SR 1627	New Salem Road, Improve intersection at NC 200 N	\$24,000

Subtotal \$ 24,000

**EOP, End of Pavement  
EOM, End of Maintenance  
SC, South Carolina**

**IV. Funds reserved for surveying, right of way acquisition,  
acquisition, road additions, contingencies, overdrafts,  
and paving entrances to certified fire departments,  
rescue squads, etc.**

Subtotal \$ 367,000

**\*Partially Funded \$ 536,348  
Balance= \$ 518,905 to be funded 2012**

**GRAND TOTAL \$2,268,239**

This resolution adopted this the 16<sup>th</sup> day of August, 2010.

ATTEST:

\_\_\_\_\_  
Lynn G. West, Clerk to the Board

\_\_\_\_\_  
Kim Rogers, Chairwoman

**North Carolina Department of Transportation  
Secondary Roads Construction Program**

**Union County**

FY 2011 Anticipated Allocation

Highway Fund	\$ <u>1,113,651</u>
Trust Fund	\$ <u>780,665</u>
Plus Balance From 2009	\$ <u>411,117</u>
<b>Total</b>	<b>\$ <u>2,305,433</u></b>

**I. Paving Unpaved Roads**

**Programmed Paving Goal: 5.10 Miles**

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*4*	SR 1929	3.6	Canal Road from EOP to SC State Line	\$ 536,348

Total Miles 5.1

Subtotal \$ 1,287,239

\* See Note

\* Rural Paving Alternates

<u>Priority Number</u>	<u>SR No.</u>	<u>Length (Miles)</u>	<u>Road Name and Description</u>	<u>Est. Cost</u>
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B. Subdivision Paving Priority

<u>Priority Number</u>	<u>SR No.</u>	<u>Length (Miles)</u>	<u>Road Name and Description</u>	<u>Est. Cost</u>

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Total Miles \_\_\_\_\_

Subtotal \$ \_\_\_\_\_

\* Subdivision Paving Alternates

<u>Priority Number</u>	<u>SR No.</u>	<u>Length (Miles)</u>	<u>Road Name and Description</u>	<u>Est. Cost</u>
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**II. General Secondary Road Improvements**

A. Paved Road Improvements

<u>SR No.</u>	<u>Project Description</u>	<u>Est. Cost</u>
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SR 1001	Love Mill Road from SR 1638 to SR 1653	\$550,000
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Subtotal \$ 550,000

B. Unpaved Road Spot Improvements

Subtotal \$ 40,000

**III. Trust Fund Safety Improvements (GS 136-182)**

<u>SR No.</u>	<u>Project Description</u>	<u>Est. Cost</u>
---------------	----------------------------	------------------

SR 1627	New Salem Road, Improve intersection at NC 200 N	\$24,000

Subtotal \$ 24,000

**EOP, End of Pavement**

**EOM, End of Maintenance  
SC, South Carolina**

**IV. Funds reserved for surveying, right of way acquisition,  
acquisition, road additions, contingencies, overdrafts,  
and paving entrances to certified fire departments,  
rescue squads, etc.**

Subtotal \$ 367,000

**\*Partially Funded \$ 536,348  
Balance= \$ 518,905 to be funded 2012**

GRAND TOTAL \$ 2,268,239

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: August 16, 2010**

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

**SUBJECT:** Order of Collections for 2010 taxes

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

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**ATTACHMENT(S):** Order of Collection      **INFORMATION CONTACT:** John Petoskey

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**TELEPHONE NUMBERS:**

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**DEPARTMENT'S RECOMMENDED ACTION:** Adopt order of Collection

**BACKGROUND:** NCGS 105-321 requires the governing board of each taxing unit to issue an order of collection to tax collectors at the time the receipts are delivered to them. This order constitutes the collector's authority to collect taxes and to exercise the various powers incident to the collection process. The order gives rise to a specific lien on the real estate listed on the books, plus the power to levy upon or attach any of the taxpayer's personal property. Failure to issue the order of collection may invalidate the tax collector's remedies for enforced collection. The order of collection does not include public service companies or motor vehicles. Those property classifications are either billed monthly or based on information provided separately by the North Carolina Department of Revenue.

**FINANCIAL IMPACT:** Not Applicable

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**Legal Dept. Comments if applicable:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

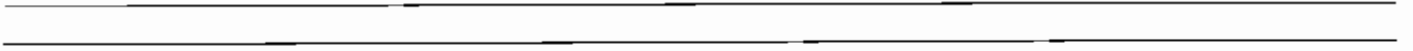
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**Finance Dept. Comments if applicable:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_





**§ 105-321. Disposition of tax records and receipts; order of collection.**

(a) County tax records shall be filed in the office of the assessor unless the board of county commissioners shall require them to be filed in some other public office of the county. City and town tax records shall be filed in some public office of the municipality designated by the governing body of the city or town. In the discretion of the governing body, a duplicate copy of the tax records may be delivered to the tax collector at the time he is charged with the collection of taxes.

(b) Before delivering the tax receipts to the tax collector in any year, the board of county commissioners or municipal governing body shall adopt and enter in its minutes an order directing the tax collector to collect the taxes charged in the tax records and receipts. A copy of this order shall be delivered to the tax collector at the time the tax receipts are delivered to him, but the failure to do so shall not affect the tax collector's rights and duties to employ the means of collecting taxes provided by this Subchapter. The order of collection shall have the force and effect of a judgment and execution against the taxpayers' real and personal property and shall be drawn in substantially the following form:

State of North Carolina

County (or City or Town) of \_\_\_\_\_

To the Tax Collector of the County (or City or Town) of \_\_\_\_\_

\_\_\_\_\_:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of \_\_\_\_\_ and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County (or City or Town) of \_\_\_\_\_, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_(Seal)  
Chairman, Board of Commissioners of  
\_\_\_\_\_ County  
(Mayor, City (or Town) of \_\_\_\_\_)

Attest:

\_\_\_\_\_  
Clerk of Board of Commissioners of \_\_\_\_\_ County  
(Clerk of the City (or Town) of \_\_\_\_\_)

(c) The original tax receipts, together with any duplicate copies that may have been prepared, shall be delivered to the tax collector by the governing body on or before the first day of September each year if the tax collector has made settlement as required by G.S. 105-352. The tax collector shall give his receipt for the tax receipts and duplicates delivered to him for collection.

(d) Repealed by Session Laws 2006-30, s. 5, effective June 29, 2006.

(e) The governing body of a taxing unit may contract with a bank or other financial institution for receipt of payment of taxes payable at par and of delinquent taxes and interest for

the current tax year. A financial institution may not issue a receipt for any tax payments received by it, however. Discount for early payment of taxes shall be allowed by a financial institution that contracts with a taxing unit pursuant to this subsection to the same extent as allowed by the tax collector. A financial institution that contracts with a taxing unit for receipt of payment of taxes shall furnish a bond to the taxing unit conditioned upon faithful performance of the contract in a form and amount satisfactory to the governing body of the taxing unit. A governing body of a taxing unit that contracts with a financial institution pursuant to this subsection shall publish a timely notice of the institution at which taxpayers may pay their taxes in a newspaper having circulation within the taxing unit. No notice is required, however, if the financial institution receives payments only through the mail.

(f) Minimal Taxes. – Notwithstanding the provisions of G.S. 105-380, the governing body of a taxing unit that collects its own taxes may, by resolution, direct its assessor and tax collector not to collect minimal taxes charged on the tax records and receipts. Minimal taxes are the combined taxes and fees of the taxing unit and any other units for which it collects taxes, due on a tax receipt prepared pursuant to G.S. 105-320 or on a tax notice prepared pursuant to G.S. 105-330.5, in a total original principal amount that does not exceed an amount, up to five dollars (\$5.00), set by the governing body. The amount set by the governing body should be the estimated cost to the taxing unit of billing the taxpayer for the amounts due on a tax receipt or tax notice. Upon adoption of a resolution pursuant to this subsection, the tax collector shall not bill the taxpayer for, or otherwise collect, minimal taxes but shall keep a record of all minimal taxes by receipt number and amount and shall make a report of the amount of these taxes to the governing body at the time of the settlement. These minimal taxes shall not be a lien on the taxpayer's real property and shall not be collectible under Article 26 of this Subchapter. A resolution adopted pursuant to this subsection must be adopted on or before June 15 preceding the first taxable year to which it applies and remains in effect until amended or repealed by resolution of the taxing unit. (1939, c. 310, s. 1103; 1971, c. 806, s. 1; 1973, c. 476, s. 193; c. 615; 1987, c. 45, s. 1; 1989, c. 578, s. 1; 1991, c. 584, s. 1; 1995, c. 24, s. 1; c. 329, ss. 1, 2; 1999-456, s. 59; 2006-30, s. 5.)

**ORDER OF COLLECTION  
TAX CHARGE FOR FISCAL YEAR 2010 – 2011**

STATE OF NORTH CAROLINA  
COUNTY OF UNION

TO: John C. Petoskey, Tax Administrator for the County of Union

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the 2010 tax records as filed in the Office of Tax Administrator, and in the tax receipts delivered to the Tax Administrator's Office in August 2010, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be first lien on all real property of the respective taxpayers in Union County, Hemby Bridge Fire Protection District, Stallings Volunteer Fire Protection District, Springs Fire District, Waxhaw Fire District, and Wesley Chapel Fire District. You are further authorized, empowered, and commanded to collect the 2010 taxes charged and assessed as provided for by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law.

This Order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property and attach wages and/or other funds of such taxpayers, for and on account thereof, in accordance with the law.

The Tax Charge will be adjusted monthly according to releases, discoveries, and motor vehicle billings.

Witness my hand and official seal this 16<sup>th</sup> day of August 2010.

\_\_\_\_\_  
Kim Rogers, Chairwoman  
Union County Board of Commissioner

Attest:

\_\_\_\_\_  
Lynn G. West, County Clerk

Accepted:

\_\_\_\_\_  
John C. Petoskey, Tax Administrator

		General Ledger
Union County	\$	140,977,112.19
LLP	\$	92,103.17
Springs Fire Tax District	\$	296,669.49
LLP	\$	147.52
Hemby Bridge Fire Tax District	\$	955,594.58
LLP	\$	614.22
Wesley Chapel Fire Tax District	\$	1,185,539.45
LLP	\$	239.31
Waxhaw Fire Tax District	\$	617,430.53
LLP	\$	233.38
Stallings Fire Tax	\$	867,421.88
LLP	\$	851.07
<b>Fire Fee Totals</b>	\$	<b>1,853,816.88</b>
<b>Grand Total</b>	\$	<b>146,847,773.67</b>

