

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

www.co.union.nc.us

Closed Session – 6:00 p.m.

1. **Opening of Meeting**
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Featured Community Benefit Organization: ***Loaves and Fishes*** (*Estimated Time: 5 Minutes)
 - d. Recognition of Members of the 10 and Under Weddington Machine Baseball Team (Part of WCWAA Baseball League) (*Estimated Time: 10 Minutes)
2. **Informal Comments** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: No action required
3. **Additions, Deletions and/or Adoption of Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Adoption of Agenda
4. **Consent Agenda** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Approve items listed on Consent Agenda
5. **Public Information Officer's Comments** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: No action required

Old Business:

6. **Library Board's Evaluation of Sites for Waxhaw Regional Library** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Receive Information and Direction to Staff

New Business:

7. **Resolution Regarding Reappraisal** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Defer to the Board for Direction to Staff
8. **Agreement with Colin Baenziger & Associates, Inc.** (County Manager Search) (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Approve agreement and authorize Chairwoman to execute

9. **Announcement of Vacancies on Boards and Committees** (*Estimated Time: 10 Minutes)
- a. Adult Care Home Advisory Committee (at least 4 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
 - 2. Two Members under the Age of 18
 - 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
10. **Appointments to Boards and Committees** (*Estimated Time: 10 Minutes)
- a. Criminal Justice Partnership – Four Members at Large
 - b. Community Trustee Council at CMC-Union
- ACTION REQUESTED:** Consider appointments
11. **County Manager’s Comments**
12. **Commissioners’ Comments**

CONSENT AGENDA
September 7, 2010

1. **Contracts and Purchase Orders Over \$20,000**
 - a. Tax Administrator: LexisNexis Service Contract
 - b. Sheriff's Office: Purchase Order for Purchase of Ballistic Vests
 - c. Parks and Recreation: Amendment to Multiple Project Agreement for Engineering Services Related to the Letter of Map Revision (LOMR)

ACTION REQUESTED: Authorize the Interim Manager to approve Items a - c, pending legal review

2. **Energy Efficiency and Conservation Block Grant Contract Award**

ACTION REQUESTED: Award contract for grant administration services to Centralina Council of Governments and authorize the Interim Manager to approve contract, pending legal review

3. **Minutes**

ACTION REQUESTED: Approval of Minutes

4. **Tax Administrator**
 - a. Late Elderly/Disability Exclusion Untimely Applications
 1. Richard P. Spake
 2. James W. Kilgo and wife, Myrtle A.

ACTION REQUESTED: Approve the late elderly/disability untimely applications
 - b. Third Motor Vehicle Billing in the Amount of \$1,088,533.39
ACTION REQUESTED: Approve the Third Motor Vehicle Billing

5. **Union County Group Home Van Purchase**

ACTION REQUESTED: Authorize the purchase of a 15-Passenger Van for the Union County Group Home

6. **Request to Remove Member from Nursing Home Advisory Committee Due to Resignation**

ACTION REQUESTED: Approve removal of member from committee

7. **FY 2011 Union County Public Schools Regular Capital Outlay**

ACTION REQUESTED: Adopt Capital Project Ordinance (CPO) #135

8. **Amendment to Indemnification Resolution**

ACTION REQUESTED: Adopt Amendment



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 Tuesday, September 7, 2010, at 6:00 p.m. in the Commissioners' Conference Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, for the purpose of going into closed session to: 1) consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3); 2) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease, in accordance with G.S. 143-318.11(a)(5); and 3) prevent the disclosure of information that is privileged or confidential pursuant to G.S. 143-318.10(e), in accordance with G.S. 143-318.11(a)(1).

Kim Rogers, Chairwoman
Union County Board of Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 7, 2010

Action Agenda Item No. 6

(Central Admin. use only)

SUBJECT: Recommendation regarding Library Sites for Waxhaw Regional Library

DEPARTMENT: Library

PUBLIC HEARING: No

ATTACHMENT(S):
Waxhaw Regional Library Site
Evaluations Aug 2010
4 Library Site Analysis 8 25 10pdf

INFORMATION CONTACT:
Martie Smith

TELEPHONE NUMBERS:
704-283-8184 x222 (office)
704-242-0180 (mobile)

DEPARTMENT'S RECOMMENDED ACTION: Receive report and give staff direction as to next steps

BACKGROUND:

At its work session on May 25, 2010, the Board of County Commissioners directed the Library Board of Trustees to evaluate known potential sites for a future regional library in Waxhaw. The criteria for evaluating the sites were affirmed. Those criteria are considered the most important factors in locating a library for accessibility and convenience for its users. (The criteria are listed on the rating sheets.)

Six sites were studied, all within the town of Waxhaw. The Library Trustees visited each site and assessed its appropriateness in terms of each observable factor: accessibility, image, visibility, demographic patterns, site capacity and neighborhood compatibility. At the conclusion of that exercise, four sites warranted further analysis.

In order to include a technical assessment of the physical characteristics of the sites, locations and traffic considerations, a site engineering firm, Site Solutions, was engaged. Its charge was to assess site capacity for a library of 20,000 SF (the size recommended by the Library Board for a regional library), with room for future expansion. The scope of the engineering study included: zoning, availability of utilities, analysis of vehicular access, and approximate site development costs. Site Solutions provided a sketch of how the library would fit onto each site. Site Solutions' report ("4 Library Site Analysis 8 25 10pdf") is attached. Information received from the engineering report is consistent with the ranking of sites by the Trustees.

A summary of the rating for each site is attached. The sites ranked #1 and #2 (James and Coppala), although quite different from each other, are almost equally desirable in terms of the

factors that matter to library users. Both warrant the Library Board's recommendation.

It may be of interest to the Board of County Commissioners that the Town of Waxhaw has long expressed a preference for the future library to be located near the town center. Of the two recommended sites, Coppala complies with that preference.

As a result of its evaluation process, the Library Board recommends acquisition of the James or Coppala property for the future Waxhaw Area Regional Library.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



Legend

- Potential Waxhaw Library Sites
- Parcels

B & H Holdings Site

OWNER: B & H Holdings LLC

ADDRESS: 3900 South Providence Road
Waxhaw, NC 28173

PARCEL ID: 06141001

JURISDICTION: Town of Waxhaw

ZONING: CU C-1 Neighborhood Commercial Use District. Will have to amend the existing Conditional Use Permit and be reviewed/approved through the local agency.

UTILITIES:

- Water is available adjacent to the site within Red Oaks Trail and Alma Blvd.
- Sewer is available adjacent to the site within Red Oaks Trail.
- Union County has allocated water and sewer capacity for municipal use in this section of the County that the library projects would be counted against.

STORMWATER/WATER QUALITY

- Town of Waxhaw Storm Water Ordinance requires storm water detention based on a 25 year storm and will be adopting a water quality program per the state's guidelines in the very near future. Erosion Control is required and would be permitted and approved with the state.

SITE CONSTRAINTS/OPPORTUNITIES

- Offers an excellent connection to South Providence Road a major connector to the center of Town.
- The site is largely forested with approximately 20' of vertical difference across the site. Average slope is approximately 8-10% cross slope over 350 LF from the front of the property to the rear.
- The site is narrow, which will limit the configuration of the final site layout but has approximately 700 LF of road frontage along South Providence Road.
- Favorable connection opportunities to the residential neighborhood directly behind this parcel.
- Potential for direct vehicular connection to Providence Road. Road improvements are likely, driveway would be right in /right out.
- Downstream drainage system in neighborhood is potentially inadequate. Enhanced detention (Q50 or Q100) likely needed.

Coppala Site

OWNER: Coppala Family Partnership

ADDRESS: Blythe Mill Road
Waxhaw, NC 28173

PARCEL ID: 06141006D and 06141006C

JURISDICTION: Town of Waxhaw

ZONING: CU C-3 General Commercial Conditional Use District. Will have to amend the existing Conditional Use Permit and be reviewed/approved through the local agency.

UTILITIES:

- Water is available adjacent to the site within Broome Street and Blythe Mill Road.
- Sewer is available adjacent to the site within Blythe Mill Road.
- Union County has allocated water and sewer capacity for municipal use in this section of the County that the library projects would be counted against.

STORMWATER/WATER QUALITY

- Town of Waxhaw Storm Water Ordinance requires storm water detention based on a 25 year storm and will be adopting a water quality program per the state's guidelines in the very near future. Erosion Control is required and would be permitted and approved with the state.

SITE CONSTRAINTS/OPPORTUNITIES

- Offers an excellent connection to South Providence Road a major connector to the center of Town.
- Favorable connection opportunities to the downtown Waxhaw district.
- Favorable driveway connection via Blythe Mill Road.
- The southern portion of the site is largely an open field with the northern portion largely wooded. The overall tract of has approximately 30' of vertical difference across the site. Average slope is approximately 5-8% cross slope from the north to the south.
- The initial site (parcel 06141006D) is not sufficient to develop the phase 1 site and building program. Approximately half of the second parcel (06141006C) would be required to construct phase 1.
- The combined site is of adequate size and shape to be able to support the configuration of the final site plan.
- A southbound left turn lane is likely required in Broome Street at Blythe Mill Road.
- A 3-lane section could be required between the driveway and Broome Street in Blythe Mill Road, approximately 250'.

Horton Site

OWNER: Tracy Ann Horton

ADDRESS: Givens Street
Waxhaw, NC 28173

PARCEL ID: 05115026

JURISDICTION: Town of Waxhaw

ZONING: R 3 Single Family Residential

UTILITIES:

- Water is available adjacent to the site within Givens Street.
- Sewer is available on site adjacent to the creek along the eastern property line.
- Union County has allocated water and sewer capacity for municipal use in this section of the County that the library project would be counted against.

STORMWATER/WATER QUALITY

- Town of Waxhaw Storm Water Ordinance requires storm water detention based on a 25 year storm and will be adopting a water quality program per the state's guidelines in the very near future. Erosion Control is required and would be permitted and approved with the state.

SITE CONSTRAINTS/OPPORTUNITIES

- Located within a residential neighborhood community, this site's public visibility is limited as opposed to being located on a major collector street, thoroughfare, etc.
- The site is largely forested with approximately 30' of vertical difference across the site. Average slope is approximately 8-10% cross slope over 500 LF from the west side of the property to the east side.
- The site is of adequate size and shape to be able to support the configuration of the final site plan.
- Favorable connection opportunities to the downtown Waxhaw district and residential neighborhoods surrounding this tract of land.
- Excellent opportunities for a Greenway Trail connection to this parcel of land via the existing creek along the eastern property line.
- Proximity to neighborhood park to the north offers positive interaction of uses.
- All roads leading to property are narrow (16'-18'), fairly good condition with no curb or sidewalks. Potential conflicts with passing traffic and pedestrians all sharing limited roads. Road widening to 20'-22' minimum would be recommended to accommodate two way traffic (including occasional busses) on S. Broad Street, Church Street and Givens Street as a minimum.
- Sidewalks would be recommended on S. Broad, Church Street and Givens Street at least on one side of the streets.
- Lynn Street will need to be extended to serve as secondary access.
- Many of the intersections in the neighborhood leading to the site will need minor improvements for sight distance (mostly vegetative removal).
- Signalized intersection at Broome Street and South Main may need improvements as it is close to capacity.

James Site

OWNER: Chandler C. & Sharon L. James

ADDRESS: 3205 South Providence Road
Waxhaw, NC 28173

PARCEL ID: 06162026

JURISDICTION: Town of Waxhaw

ZONING: CU C-3 General Commercial Conditional Use District. Will have to go through Conditional Use Permit process.

UTILITIES:

- Water is available along South Providence Road.
- Sewer is available along 12 Mile Creek, approximately 600 feet of sewer lateral south of the building site.
- Water and sewer could possibly be accessed through the adjoining Aston Commercial Development.
- Union County has allocated water and sewer capacity for municipal use in this section of the County that the library project would be counted against.

STORMWATER/WATER QUALITY

- Per Greg Mahar, Town of Waxhaw Director of Engineering and Planning, the library can direct discharge into a floodplain. Water quality and erosion control requirements will still have to be met.

LEGAL ISSUES: There is an agreement in place between the property owners and the adjoining commercial development to provide access through the subject property to South Providence Road.

SITE CONSTRAINTS/OPPORTUNITIES

- The majority of the site lies within the FEMA regulated floodplain of Twelve Mile Creek, which greatly impacts the area available for development.
- Offers an excellent connection to the proposed Twelve Mile Creek Greenway that would run through the site.
- The site is largely forested with an existing pond that could offer unique opportunities for a trail system that could tie into the proposed Twelve Mile Creek Greenway.
- In order to direct discharge stormwater and access the existing sanitary sewer lines, easements across the remaining James property will have to be acquired.
- Topography is conducive to development.
- A south bound left turn lane on Hwy 16 will likely be required.
- Construction of a portion of a future connector road to Cuthbertson Road would likely be required or strongly suggested.

Union County Library

Comparable Costs

August 25, 2010

B&H Holdings Site

Item	
Demolition & Clearing	\$42,000.00
Grading Costs	\$216,550.00
Storm Sewer Costs	\$152,525.00
Paving Costs	\$334,125.00
Utilities Cost	\$7,760.00
Site Construction Budget	\$752,960.00

James Site

Item	
Demolition & Clearing	\$30,300.00
Grading Costs	\$118,500.00
Storm Sewer Costs	\$119,167.50
Paving Costs	\$384,332.50
Utilities Cost	\$9,150.00
Site Construction Budget	\$661,450.00

Horton Site

Item	
Demolition & Clearing	\$42,000.00
Grading Costs	\$136,250.00
Storm Sewer Costs	\$131,215.00
Paving Costs	\$333,485.00
Utilities Cost	\$5,240.00
Roadway Improvement Cost	\$139,450.00
Site Construction Budget	\$787,640.00

Coppala Site

Item	
Demolition & Clearing	\$21,000.00
Grading Costs	\$88,050.00
Storm Sewer Costs	\$109,320.00
Paving Costs	\$401,075.00
Utilities Cost	\$2,985.00
Site Construction Budget	\$622,430.00

Union County Library - B&H Holdings

Comparable Costs

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Clearing & Grubbing	ac	6.0	\$7,000.00	\$42,000.00
				Probable Demolition Cost	\$42,000.00

Grading

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Mobilization	ac	4.3	\$1,500.00	\$6,450.00
2	Bulk Grading	cy	9,850	\$6.00	\$59,100.00
3	Import Fill and Compact in Place	cy	5,000	\$12.00	\$60,000.00
4	Modular Block Wall	sf	6,500	\$14.00	\$91,000.00
				Probable Earthwork Cost	\$216,550.00

Storm Sewer

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Catch Basin / Yard Inlets / Manholes	ea	12	\$2,100.00	\$25,200.00
2	18" RCP	lf	950	\$31.50	\$29,925.00
3	24" RCP	lf	100	\$42.00	\$4,200.00
4	24" FES	ea	2	\$1,600.00	\$3,200.00
5	Detention Basin, Enhanced	ea	1	\$50,000.00	\$50,000.00
6	Water Quality Devices	ea	1	\$40,000.00	\$40,000.00
				Probable Storm Sewer Cost	\$152,525.00

Paving

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Asphalt Paving (2",6")	sy	9,720	\$22.00	\$213,840.00
2	Concrete sidewalk-5' wide (public)	sy	820	\$38.00	\$31,160.00
3	Concrete sidewalk-8' wide	sy	600	\$40.00	\$24,000.00
4	1'-6" Curb and gutter (parking areas)	lf	2,850	\$16.50	\$47,025.00
5	Specialty Paving	sf	1,200	\$13.50	\$16,200.00
6	Concrete paving	sy	50	\$38.00	\$1,900.00
				Probable Paving Cost	\$334,125.00

Utilities

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	4" PVC Sanitary Sewer Lateral	lf	480	\$13.25	\$6,360.00
2	Cleanouts	ea	7	\$200.00	\$1,400.00
				Probable Utilities Cost	\$7,760.00

Union County Library - James Site

Comparable Costs

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Clearing & Grubbing	ac	2.9	\$7,000.00	\$20,300.00
2	Building Demolition	ls	1.0	\$10,000.00	\$10,000.00
Probable Demolition Cost					\$30,300.00

Grading

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Mobilization	ac	2.9	\$1,500.00	\$4,350.00
2	Bulk Grading	cy	19,025	\$6.00	\$114,150.00
Probable Earthwork Cost					\$118,500.00

Storm Sewer

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Catch Basin / Yard Inlets / Manholes	ea	18	\$2,100.00	\$37,800.00
2	18" RCP	lf	625	\$31.50	\$19,687.50
3	24" RCP	lf	440	\$42.00	\$18,480.00
4	24" FES	ea	2	\$1,600.00	\$3,200.00
5	Water Quality Devices	ea	1	\$40,000.00	\$40,000.00
Probable Storm Sewer Cost					\$119,167.50

Paving

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Asphalt Paving (2",6")	sy	6,925	\$22.00	\$152,350.00
2	Concrete sidewalk-5' wide	sy	50	\$38.00	\$1,900.00
3	Concrete sidewalk-8' wide	sy	290	\$40.00	\$11,600.00
4	1'-6" Curb and Gutter - Parking Areas	lf	2,960	\$16.50	\$48,840.00
5	Asphalt Paving -Public, Access Drive (2",6")	sy	795	\$22.00	\$17,490.00
6	Concrete sidewalk - Public Access Drive	sy	135	\$38.00	\$5,130.00
7	1'-6" Curb and Gutter - Public Access Drive	lf	150	\$16.50	\$2,475.00
8	Concrete sidewalk - S Providence RD (South of Access Dr)	sy	500	\$38.00	\$19,000.00
9	Road Improvement, Left Turn Lane, S Providence RD	ls	1	\$80,000.00	\$80,000.00
10	Specialty Paving	sf	2,825	\$13.50	\$38,137.50
11	Concrete paving	sy	195	\$38.00	\$7,410.00
Probable Paving Cost					\$384,332.50

Utilities - Off Site Extension

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	4" PVC Sanitary Sewer Lateral	lf	600	\$13.25	\$7,950.00
2	Cleanouts	ea	6	\$200.00	\$1,200.00
Probable Utilities Cost					\$9,150.00

Union County Library - Horton Site

Comparable Costs

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Clearing & Grubbing	ac	6.0	\$7,000.00	\$42,000.00
				Probable Demolition Cost	\$42,000.00

Grading

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Mobilization	ac	4.3	\$1,500.00	\$6,450.00
2	Bulk Grading	cy	15,800	\$6.00	\$94,800.00
3	Modular Block Wall	sf	2,500	\$14.00	\$35,000.00
				Probable Earthwork Cost	\$136,250.00

Storm Sewer

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Catch Basin / Yard Inlets / Manholes	ea	12	\$2,100.00	\$25,200.00
2	18" RCP	lf	730	\$31.50	\$22,995.00
3	24" RCP	lf	310	\$42.00	\$13,020.00
4	Detention Basin	ea	1	\$30,000.00	\$30,000.00
5	Water Quality Devices	ea	1	\$40,000.00	\$40,000.00
				Probable Storm Sewer Cost	\$131,215.00

Paving

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Asphalt Paving (2",6")	sy	10,500	\$22.00	\$231,000.00
2	Concrete sidewalk-5' wide (public)	sy	360	\$38.00	\$13,680.00
3	Concrete sidewalk-8' wide	sy	700	\$40.00	\$28,000.00
4	1'-6" Curb and gutter (parking areas)	lf	2,450	\$16.50	\$40,425.00
5	Specialty Paving	sf	1,200	\$13.50	\$16,200.00
6	Concrete paving	sy	110	\$38.00	\$4,180.00
				Probable Paving Cost	\$333,485.00

Utilities

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	4" PVC Sanitary Sewer Lateral	lf	320	\$13.25	\$4,240.00
2	Cleanouts	ea	5	\$200.00	\$1,000.00
				Probable Utilities Cost	\$5,240.00

Roadway Improvements

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Widen S Church Street	lf	535	\$45.00	\$24,075.00
2	Widen S Broad Street	lf	535	\$45.00	\$24,075.00
3	Widen Givens Street	lf	535	\$45.00	\$24,075.00
4	Extend Lynn Street	lf	170	\$130.00	\$22,100.00
5	Add Sidewalks to Church, Broad & Givens	lf	1,605	\$25.00	\$40,125.00
6	Misc Intersection Improvements	ls	1	\$5,000.00	\$5,000.00
				Probable Roadway Cost	\$139,450.00

Union County Library - Coppala

Comparable Costs

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Clearing & Grubbing	ac	3.0	\$7,000.00	\$21,000.00
				Probable Demolition Cost	\$21,000.00

Grading

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Mobilization	ac	4.5	\$1,500.00	\$6,750.00
2	Bulk Grading	cy	13,550	\$6.00	\$81,300.00
				Probable Earthwork Cost	\$88,050.00

Storm Sewer

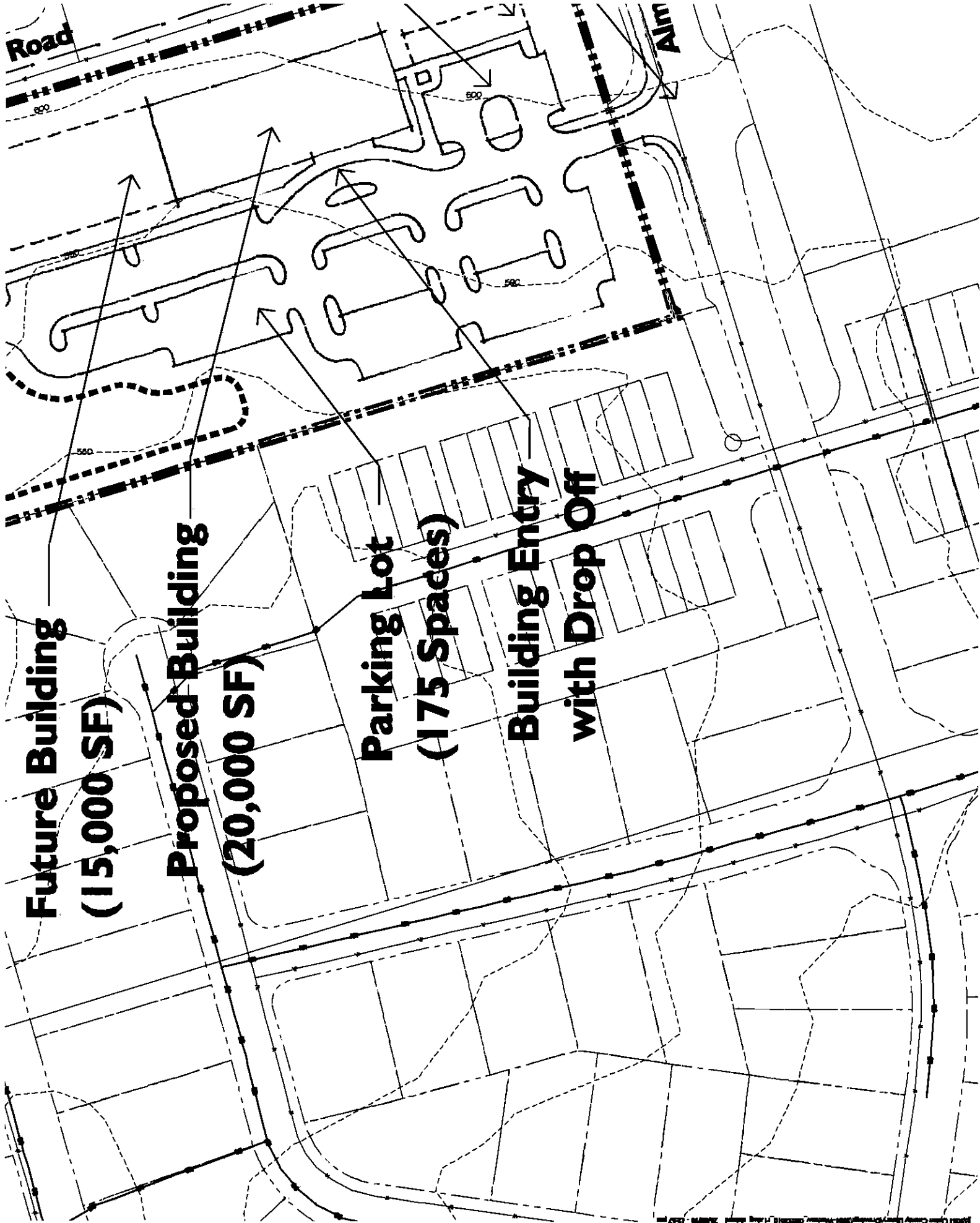
Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Catch Basin / Yard Inlets / Manholes	ea	6	\$2,100.00	\$12,600.00
2	18" RCP	lf	480	\$31.50	\$15,120.00
3	24" RCP	lf	200	\$42.00	\$8,400.00
4	24" FES	ea	2	\$1,600.00	\$3,200.00
5	Detention Basin	ea	1	\$30,000.00	\$30,000.00
6	Water Quality Devices	ea	1	\$40,000.00	\$40,000.00
				Probable Storm Sewer Cost	\$109,320.00

Paving

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	Asphalt Paving (2",6")	sy	9,800	\$22.00	\$215,600.00
2	Concrete sidewalk-5' wide (extg public)	sy	N/A	\$38.00	\$0.00
3	Concrete sidewalk-8' wide	sy	670	\$40.00	\$26,800.00
4	1'-6" Curb and gutter (parking areas)	lf	1,550	\$16.50	\$25,575.00
5	Road Improvement, Left Turn Lane, S Providence RD	ls	1	\$80,000.00	\$80,000.00
6	Road Improvement, 3 Lane Section, Blythe Mill Rd	ls	1	\$35,000.00	\$35,000.00
7	Specialty Paving	sf	1,200	\$13.50	\$16,200.00
8	Concrete paving	sy	50	\$38.00	\$1,900.00
				Probable Paving Cost	\$401,075.00

Utilities

Item No.	Item	Unit	Estimated Quantity	Unit Price	Sub-Total
1	4" PVC Sanitary Sewer Lateral	lf	180	\$13.25	\$2,385.00
2	Cleanouts	ea	3	\$200.00	\$600.00
				Probable Utilities Cost	\$2,985.00



**Future Building
(15,000 SF)**

**Proposed Building
(20,000 SF)**

**Parking Lot
(175 Spaces)**

**Building Entry
with Drop Off**

Road

Alm

800

600

500

500

**Parcel #
06141006**

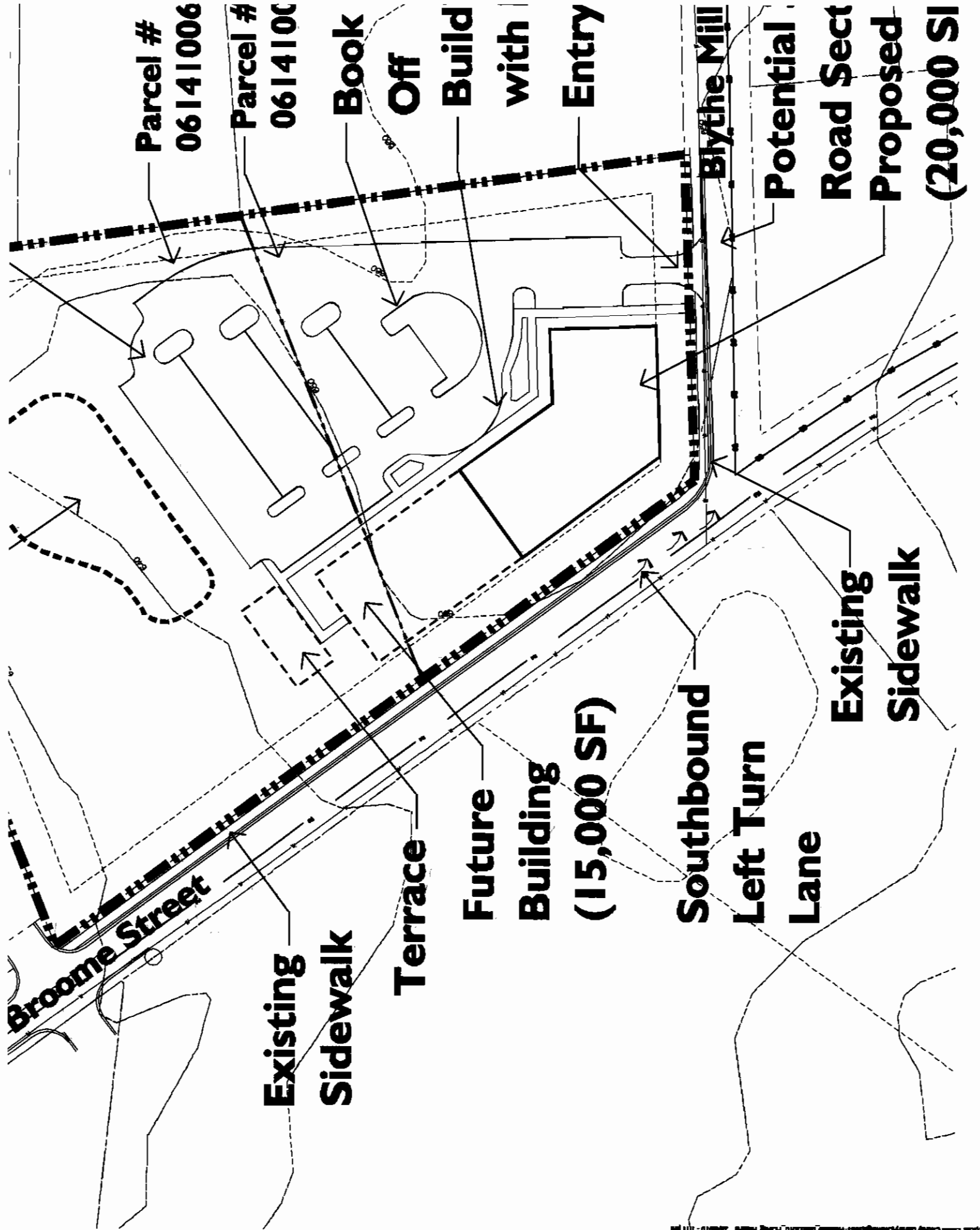
**Parcel #
0614100**

**Book
Off**

**Build
with
Entry**

Blythe Mill

**Potential
Road Sect
Proposed
(20,000 SI**



**Existing
Sidewalk**

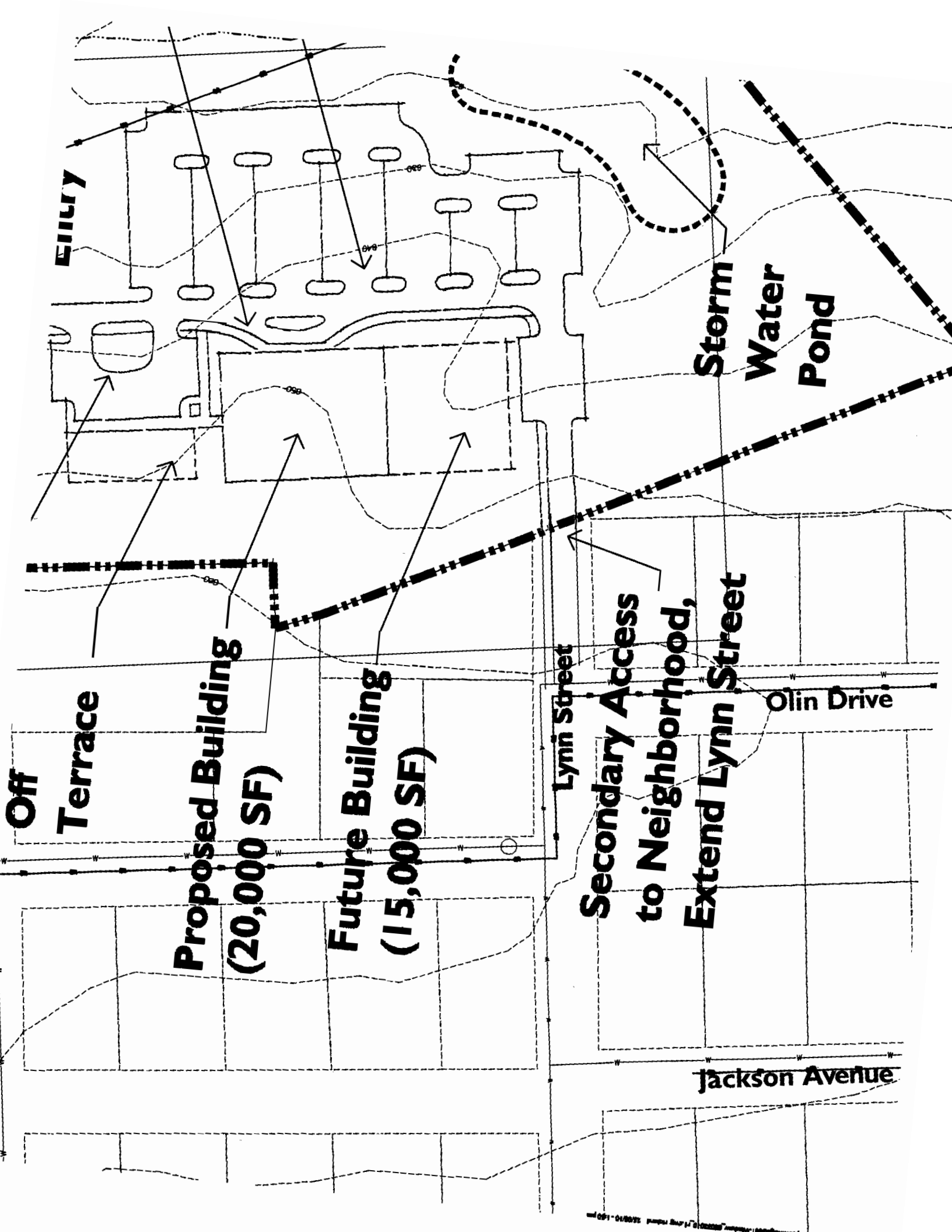
Terrace

**Future
Building
(15,000 SF)**

**Southbound
Left Turn
Lane**

**Existing
Sidewalk**

Broome Street



Entry

**Storm
Water
Pond**

**Off
Terrace**

**Proposed Building
(20,000 SF)**

**Future Building
(15,000 SF)**

Lynn Street

**Secondary Access
to Neighborhood,
Extend Lynn Street**

Olin Drive

Jackson Avenue

Left Turn

Lane

Entry

Parking Lot
(175 Spaces)

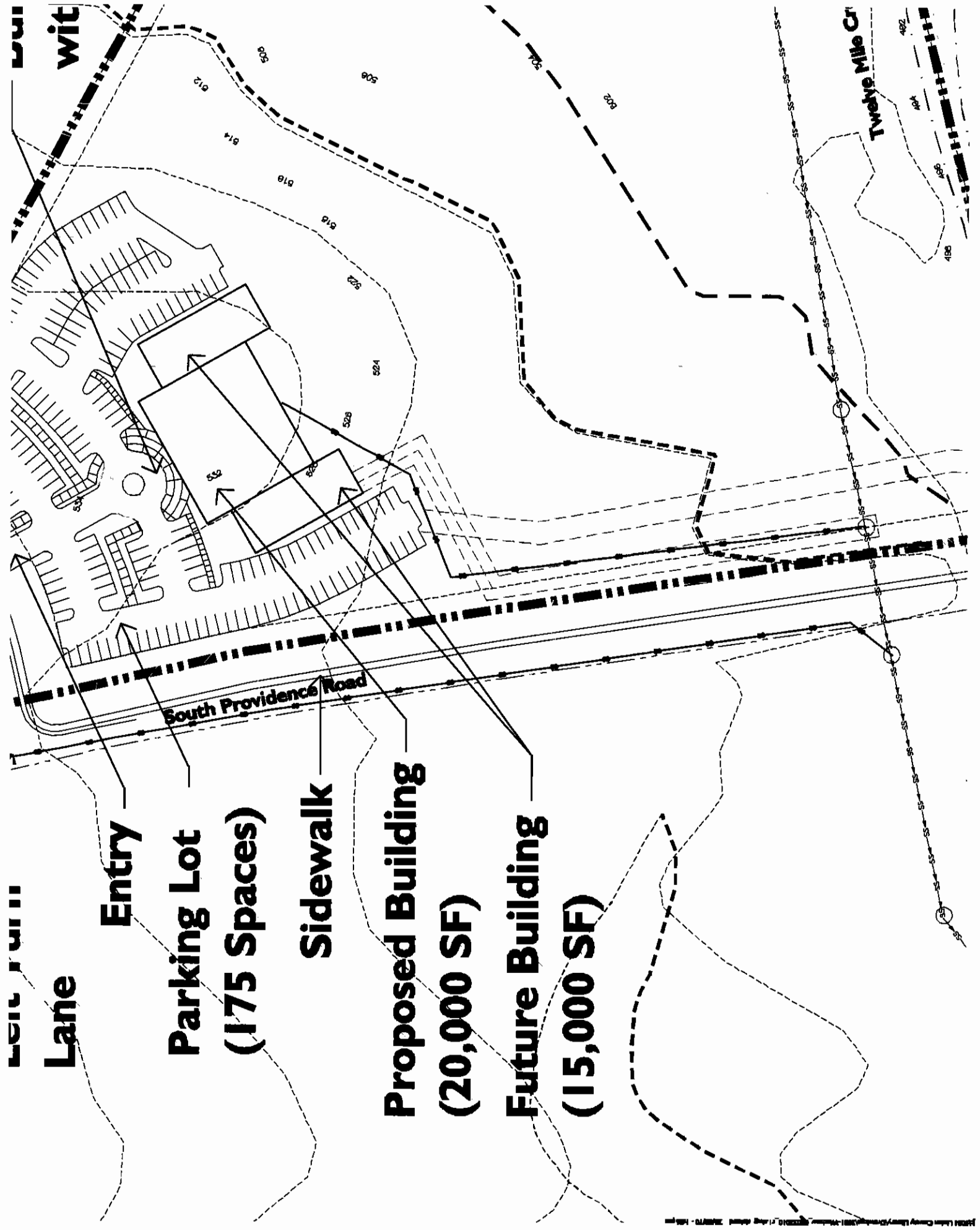
Sidewalk

Proposed Building
(20,000 SF)

Future Building
(15,000 SF)

South Providence Road

Twelve Mile Cr



August 25, 2010

Mr. Phillip E. Hobbs, ASLA
Site Solutions
2320 W. Morehead Street
Charlotte, North Carolina 28208

Reference: Union County Public Library

Subject: Site Selection Review and Comments

Dear Mr. Hobbs:

It is our understanding that you are currently performing due diligence on four site locations for a proposed library in Union County, North Carolina. Based on our discussions, the proposed library will initially consist of a 20,000 s.f. building, with 8,000 s.f. or 15,000 s.f. expansions (site dependent) planned for the future. The purpose of this letter is to provide a review of each proposed site from a transportation and traffic perspective.

Trip Generation

It is expected that the proposed library will be constructed initially as a single 20,000 s.f. building. At this size, it is estimated that the proposed library will generate approximately 21 trips during the AM peak hour (15 entering, 6 exiting) and 141 trips during the PM peak hour (68 entering, 71 exiting), with approximately 1,814 trips generated on a daily basis.

For purposes of this review, traffic for the proposed library was assumed based upon maximum buildout conditions for the proposed library. Therefore, a building size of 35,000 s.f. was considered during the site review process. Based on full buildout conditions, it is estimated that the proposed library will generate approximately 41 trips during the AM peak hour (29 entering, 12 exiting) and 234 trips during the PM peak hour (112 entering, 122 exiting), with approximately 1,814 trips generated on a daily basis.

Possible Site Locations

James Property

The James property is located on the east side of S. Providence Road, south of Kensington Drive. Providence Road had an annual daily traffic (ADT) count of approximately 14,000 vehicles per day (vpd) in the vicinity of this property, based on 2008 NCDOT data. This translates into approximately 1,200-1,400 vehicles during the PM peak hour. Providence Road is a two-lane roadway in the vicinity of all proposed sites.

Initial site plan concepts show a single driveway access to a connector road in front of the site. Initially, only access will be provided to Providence Road via this connector. At some point in the future, a connection could be made to Cuthbertson Road to the north, but there are no immediate plans for this connection. There are currently only small segments of sidewalks along Providence Road (along the Walgreen's property frontage) and Cuthbertson Road.

Based on an even distribution of site traffic from both the north and south along Providence Road, approximately 56 vehicles would be expected to make a southbound left turn into the site. Using NCDOT criteria for auxiliary turn lane treatments, a left turn would likely be warranted at this location. Based on previous projects in the study area, it is likely that NCDOT would require this left turn lane as part of the proposed project. A right turn lane is not likely to be required by NCDOT. Based on previous unsignalized analyses along Providence Road, a two-lane site driveway approach would likely be acceptable, but further analysis may indicate the need or desire for a three-lane section for the proposed site driveway to reduce queuing and delays for outbound site traffic.

Based on a review of the roadway network surrounding the proposed parcel, no additional traffic issues or roadway improvements are expected.

B&H Holdings Property

The B&H Holdings property is located on the west side of S. Providence Road, between Red Oaks Trail and Alma Blvd. Again, Providence Road had a 2008 ADT of 14,000 vpd, and is a two-lane road in the vicinity of the property, with a section of two-way left-turn lane in front of the site location. Sidewalks are located along Alma Blvd. in the vicinity of the site, connecting Providence Road to the adjacent neighborhood to the west.

The proposed site plan shows a single access driveway onto Alma Blvd. Currently, there is a northbound left turn lane on Providence Road at Alma Blvd., approximately 175' in length. In addition, there are exclusive left and right turn lanes on the Alma Blvd. approach to Providence Road. Again, based on an even distribution of traffic along Providence Road, approximately 56 left turning vehicles are expected. It is anticipated that the existing roadway infrastructure at this site (left turn lane on Providence Rd., two lane approach on Alma Blvd.) will accommodate traffic from the proposed library, and no additional improvements will be required.

Coppala Property

The Coppala property is located on the east side of S. Providence Road / N. Broome St., north of Blythe Mill Road. Again, Providence Road had a 2008 ADT of 14,000 vpd, and is a two-lane road in the vicinity of the property. Blythe Mill Road is a two-lane roadway in front of the subject property. A sidewalk is located on the north side of Blythe Mill Road along the property frontage.

The proposed site plan shows a single access driveway onto Blythe Mill Road. Currently, there are no auxiliary turn lanes on Broome Street or on the Blythe Mill Road approach. Based on expected traffic volumes from the proposed site, it is anticipated that a southbound left turn lane on Broome Street would be required at this location. The exact length of this turn lane would depend on the amount of existing traffic turning onto Blythe Mill Road, travelling to the residential development to the east.

The proposed plan indicates approximately 250 feet between Broom Street and the proposed site access to Blythe Mill Road. It is expected that the volumes on Blythe Mill Road are low enough, and the spacing great enough, that an eastbound left turn lane on Blythe Mill Road would not be required. However, if there is significant existing traffic from the development along Blythe Mill Road, NCDOT could require a three-lane section on Blythe Mill Road between the Site Driveway and Broome Street. The purpose of this three-lane section would be to mitigate delays on Blythe Mill Road by separating left turning traffic from through and right turning traffic.

Horton Property

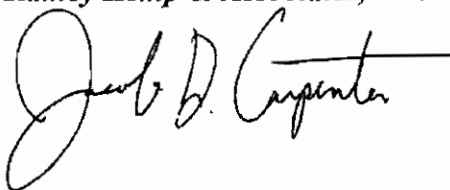
The Horton property is located on the south side of Givens Street, east of High Street. This property is not located directly on a major NCDOT roadway, and is accessible through multiple streets in the Waxhaw grid network. The preliminary site plan for this property indicates one main site access point on Givens Street (across from what would be Hicks Street) as well as a possible secondary access point via Lynn Street on the southwest portion of the property. The two access points would allow for site traffic to access the site at multiple locations, spreading traffic impacts throughout the grid network. Existing traffic volumes and traffic volumes for the proposed library are low enough that no congestion problems would be expected along adjacent neighborhood streets (with either one, or two access points).

An on-site review of the street network around the site indicates that there are no existing sidewalks along Church, Givens, or Broad Street. To facilitate safe pedestrian access, sidewalks may need to be constructed along the adjacent streets to connect the proposed site to S. Main St. to the north, as well as to the adjacent neighborhood. In addition, there are some narrow pavement widths within the vicinity of the site (specifically on Church Street, at the Church St./Givens St. intersection/bend, and at Lynn Street) that may require road widening or other improvements to facilitate safe vehicular access.

Based on the availability of access to this site, no direct turn lane improvements are anticipated at site driveway locations or on S. Main St. to the north. However, this property is located close to the signalized intersection of Broome Street and South Main Street, a signalized intersection that is presently close to or at capacity. In addition, this signalized intersection has some constraints created by the adjacent railroad crossing. If this intersection is required to be included in a traffic study as part of the proposed site, it is possible that improvements could be needed to improve level of service at this intersection to NCDOT standards.

Please feel free to contact me with any questions or comments regarding this letter.

Sincerely yours,
Ramey Kemp & Associates, Inc.



Jacob D. Carpenter, P.E.
Regional Manager

Ranked 1st of 6 sites	JAMES [parcel #06-162-026]								
Trustee Ratings:	Max Possible Score	Trustee 1	Trustee 2	Trustee 3	Trustee 4	Trustee 5	Trustee 6	Trustee 7	Avg Score
Accessibility	100	100	100	75	75	100	100	100	92.86
Image/Visual Quality	40	40	40	30	30	40	40	40	37.14
Visability	80	80	80	80	80	80	80	80	80.00
Demographic Patterns	80	80	80	80	80	80	60	80	77.14
Site Capacity	40	40	40	40	40	40	40	30	38.57
Neighborhood Compatibility	20	20	15	20	15	20	20		18.33
TOTAL OBSERVABLE FACTORS	360	360	355	325	320	360	340	330	344.05
Utilities	20								15
Physiography (physical characteristics)	20								20
GRAND TOTAL	400								379.05
COMMENTS:									
Provides the best multi-directional access. Direct access from Hwy 16 and there is an existing right-of-way to connect to Cuthbertson Road.									
High traffic area.									
Nearest high population areas.									
Far from town center. No sidewalks; not pedestrian-friendly.									
Highly visible from Hwy 16 and Ashton commercial property on Cuthbertson Road.									
Convenient to major commercial destinations.									
Parcel size: 17.079 acres. Six acres of high ground; rest is in a flood plain that could be developed as a park; connects to greenway. Owner is willing to divide and sell only the portion desired for the library (5.25 acres) or to sell the entire parcel.									

Ranked 2nd of 6 sites		COPPALA [parcel #06-141-006D and a portion of 06-141-006C]							
Trustee Ratings:	Max Possible Score	Trustee 1	Trustee 2	Trustee 3	Trustee 4	Trustee 5	Trustee 6	Trustee 7	Avg Score
Accessibility	100	100	75	100	100	100	100	75	92.86
Image/Visual Quality	40	40	20	40	40	40	40	40	37.14
Visability	80	80	60	80	80	80	80	80	77.14
Demographic Patterns	80	80	40	80	80	60	80	60	68.57
Site Capacity	40	30	20	30	40	40	30	40	32.86
Neighborhood Compatibility	20	20	15	20	20	15	20	15	17.86
TOTAL OBSERVABLE FACTORS	360	350	230	350	360	335	350	310	326.43
Utilities	20								20
Physiography (physical characteristics)	20								20
GRAND TOTAL	400								366.43
Comments:									
Best site near town center. Lowest site development cost.									
Easily accessible from Hwy 16. Relatively low traffic congestion.									
Blythe Mill Road connects to Providence Street for alternate access to nearby east-west roadways (Hwy 75, Waxhaw-Indian Trail Road and Waxhaw-Marvin Road).									
Highly visible from Hwy 16.									
Relatively near Post Office, shopping center, but not adjacent to any commercial destination.									
Sidewalks provide easy pedestrian access.									
Parcel 06-141-006D size = 2.99 acres. Parcel 06-141-006C size = 5.02 acres.									
Property owner is willing to divide parcel 06-141-006C to provide additional 2.5 acres needed for library building and parking.									

Ranked 3rd of 6 sites	B&H Holdings (Norcom) [parcel #06-141-001]								
Trustee Ratings:	Max Possible Score	Trustee 1	Trustee 2	Trustee 3	Trustee 4	Trustee 5	Trustee 6	Trustee 7	Avg Score
Accessibility	100	75	75	75	75	100	75	50	75.00
Image/Visual Quality	40	30	30	30	30	40	30	20	30.00
Visibility	80	60	60	80	60	80	80	60	68.57
Demographic Patterns	80	60	40	40	60	80	60	60	57.14
Site Capacity	40	30	30	30	30	30	40	20	30.00
Neighborhood Compatibility	20	15	10	15	20	15	15	10	14.29
TOTAL OBSERVABLE FACTORS	360	270	245	270	275	345	300	220	275.00
Utilities	20								20
Physiography (physical characteristics)	20								15
GRAND TOTAL	400								310.00
Comments:									
Access from Hwy 16 via Alma Blvd.									
No east-west access at or near the site.									
Highly visible from Hwy 16.									
Relatively near town center. Near high population areas.									
Not near major commercial destinations; convenient to small strip mall across across Hwy 16.									
Convenient to pedestrians from adjacent residential areas.									
Parcel size = 6.45 acres. Library building and parking requires approximately 5.5 acres.									
Property owner/developer expects the balance of the parcel to be developed, with shared parking.									

Ranked 4th of 6 sites	HUNNICUTT [parcel #06-162-002]								
Trustee Ratings:	Max Possible Score	Trustee 1	Trustee 2	Trustee 3	Trustee 4	Trustee 5	Trustee 6	Trustee 7	Avg Score
Accessibility	100	50	75	50	50	50	25	50	50.00
Image/Visual Quality	40	20	30	30	30	40	30	30	30.00
Visibility	80	40	80	80	80	60	80	40	65.71
Demographic Patterns	80	80	80	80	40	60	60	80	68.57
Site Capacity	40	20	30	40	20	80	20	20	32.86
Neighborhood Compatibility	20	15	15	15	10	20	15	15	15.00
TOTAL OBSERVABLE FACTORS	360	225	310	295	230	310	230	235	262.14
Utilities	20								20
Physiography (physical characteristics)	20								15
GRAND TOTAL	400								297.14
COMMENTS:									
Far from town center.									
Median on Hwy 16 limits turning access into and out of site for northbound traffic.									
Would need to acquire right-of-way to adjacent commercial property to gain access to Kensington Road for east-west access.									
If connected, site would be convenient to commercial destinations. There is a significant difference in elevations.									
High traffic area.									
Highly visible from Hwy 16.									
Pending zoning issue would need to be resolved.									
Parcel size = 5.6 acres.									

Ranked 5th of 6 sites	PATCH (Historic Ventures) [parcel #05-113-020]								
Trustee Ratings:	Max Possible Score	Trustee 1	Trustee 2	Trustee 3	Trustee 4	Trustee 5	Trustee 6	Trustee 7	Avg Score
Accessibility	100	50	50	50	100	75	50	25	57.14
Image/Visual Quality	40	10	20	20	30	30	30	10	21.43
Visibility	80	20	20	40	60	60	20	20	34.29
Demographic Patterns	80	40	40	20	80	80	20	40	45.71
Site Capacity	40	20	30	40	40	30	30	20	30.00
Neighborhood Compatibility	20	10	20	10	15	15	10	5	12.14
TOTAL OBSERVABLE FACTORS	360	150	180	180	325	290	160	120	200.71
Utilities	20								10
Physiography (physical characteristics)	20								10
GRAND TOTAL	400								220.71
Comments:									
Site would be in a development planned by B.L. Patch; speculative, with an unknown timeline for development of rest of property. Exact location of library within the development is assumed to be at Price and Broad Streets, with shared parking.									
No visibility from major roadways.									
No direct access from any major roadways. Would bring high volume of traffic into residential neighborhood.									
Not convenient to commercial destinations.									
Near town center.									
Entire parcel = 14.92 acres.									

Ranked 6th of 6 sites		HORTON [parcel #05-115-026]							
Trustee Ratings:	Max Possible Score	Trustee 1	Trustee 2	Trustee 3	Trustee 4	Trustee 5	Trustee 6	Trustee 7	Avg Score
Accessibility	100	25	25	25	25	25	25	25	25.00
Image/Visual Quality	40	10	10	10	20	10	10	10	11.43
Visibility	80	20	20	20	20	20	20	20	20.00
Demographic Patterns	80	20	20	20	20	20	20	20	20.00
Site Capacity	40	20	30	40	20	15	30	10	23.57
Neighborhood Compatibility	20	5	5	20	5	5	5	5	7.14
TOTAL OBSERVABLE FACTORS	360	100	110	135	110	95	110	90	107.14
Utilities	20								20
Physiography (physical characteristics)	20								15
GRAND TOTAL	400								142.14
Comments:									
Not directly accessible from north-south or east-west roadways.									
No visibility from any major roadway or highly traveled area.									
Relatively near town center.									
Not connected or convenient to major shopping destinations.									
Narrow unmarked streets unsuited to the volume of traffic the library would attract into residential neighborhood.									
No sidewalks; not pedestrian-safe due to narrow streets.									
Limited high ground with street frontage.									
Parcel size = 9.736 acres.									

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 7, 2010

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

SUBJECT: Consider resolution to accelerate the revaluation to 2012

DEPARTMENT: Tax Administration

PUBLIC HEARING: No

ATTACHMENT(S):
Resolution to accelerate the
Reappraisal of Real property in Union
County from 2016 to 2012

INFORMATION CONTACT:
John Petoskey

TELEPHONE NUMBERS:
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Receive as information

BACKGROUND: Chairwoman, Kim Rogers has requested consideration of a resolution to advance the reappraisal of real property in Union County from 2016 to 2012. The last revaluation was in 2008 and the next mandated revaluation is in 2016 (8 years). The Board of Commissioners may elect to accelerate the revaluation to any year they deem appropriate to improve equity between property owners and to reflect current market value.

A revaluation can also be triggered by NC GS 105-286 when the county's sales ratio falls outside .85- 1.15. The last official state sales ratio study for 2010 showed a median sales ratio of 1.06 and a COD of 17.66, neither statistic would trigger a reappraisal by statute or industry standard measures. While there are certain categories, pockets, or classes of homes that may have a sales ratio over 1.15, it is not consistent across the county.

The Assessor's Office concern is that there may be an insufficient number of sales to implement an accurate revaluation at this time. The Assessor's Office would like as much time as possible for more sales to occur to get a better indication of the market. Normally, the decision to accelerate to a four year revaluation would be made in late 2010; however the point of "no return" is late January or February 2011.

By comparison, over half of the NC counties in 2010 and 2011 that had originally indicated intent to conduct a reappraisal earlier than 8 years, have since decided to postpone their revaluation for at least one year and many elected to postpone for 2 years. Their primary stated reason was an insufficient number of sales to conduct a good revaluation. Union County is currently experiencing a third of the number of arms length sales that it did prior to the

recession.

FINANCIAL IMPACT: Current market analysis indicates a likely over-all decrease in the tax base which would then require a tax rate increase to remain revenue neutral.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



OFFICE OF THE COMMISSIONERS AND MANAGER

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

**RESOLUTION TO ADVANCE REAPPRAISAL
OF REAL PROPERTY IN UNION COUNTY
FROM 2016 TO 2012**

WHEREAS, under the General Statutes of North Carolina, Union County is scheduled for its next Octennial reappraisal of real property for the year 2016; and the Board of County Commissioners deems it advisable to advance the date for said reappraisal and to adopt the schedules of values, standards and rules required by the General Statutes of North Carolina for the reappraisal of real property.

BE IT RESOLVED by the Board of Commissioners of Union County:

1. That Union County hereby advances the scheduled Octennial reappraisal of real property from 2016 to 2012. The Tax Administrator for Union County is directed to conduct a reappraisal of said property to become effective January 1, 2012, for the fiscal year beginning July 1, 2012.
2. The Tax Administrator for Union County is directed to forward promptly to the Department of Revenue a copy of this Resolution, as required by the provisions of North Carolina General Statutes, Chapter 105, Section 286.

Adopted this 7th day of September, 2010.

ATTEST:

Lynn G. West, Clerk to the Board

Kim Rogers, Chairwoman

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 7, 2010

Action Agenda Item No. 8

(Central Admin. use only)

SUBJECT: Baenziger Search Firm Agreement

DEPARTMENT: Personnel

PUBLIC HEARING: No

ATTACHMENT(S):

Agreement
Exhibit A (Work Plan)
Exhibit B (Fee and Warranty)
Exhibit C (Project Team)

INFORMATION CONTACT:

Mark Watson
Jeff Crook

TELEPHONE NUMBERS:

Exhibit D (Expedited Schedule)
Exhibit D (Amended, Expedited
Schedule)
Exhibit D (Typical Schedule)

704-283-3869
704-283-3673

DEPARTMENT'S RECOMMENDED ACTION:

BACKGROUND: As directed by the Board, County staff members have negotiated an agreement with Colin Baenziger & Associates for conducting a search for county manager candidates. Mr. Baenziger has proposed three possible schedules, as follows:

Typical Schedule: Board selects county manager on November 21;

Expedited Schedule: Board selects county manager on October 25; and

Amended, Expedited Schedule: Board selects county manager on November 8.

The Board will need to select one of these schedules to include in the final agreement. In the alternative, the Board could agree to a generalized schedule whereby the consultant is charged with proceeding in a workmanlike manner appropriate to the nature of the services, with the understanding (as Mr. Baenziger has agreed) that he will be paid in arrears and that the County may terminate at any time without cause on 10 days written notice. Thus, if the work is not proceeding at a pace acceptable to the Board, the agreement may be terminated and the consultant paid for work satisfactorily performed prior to termination. However, this provision would not enable the Board to enforce performance within a specified period of time.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

Manager Recommendation:

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of the _____ day of September, 2010, (the "Effective Date") by and between UNION COUNTY, a political subdivision of the State of North Carolina ("Union") and COLIN BAENZIGER & ASSOCIATES, an organization authorized to conduct business in North Carolina ("Consultant" or "CB&A").

W I T N E S S E T H:

WHEREAS, Union's governing body has selected Consultant to provide professional services relative to the search for a new county manager for Union County; and

WHEREAS, Consultant is willing to provide services in accordance with the terms of this Agreement.

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

1. Scope of Services. Consultant shall provide professional services relative to the recruitment for the position of county manager of Union County in accordance with the Search Methodology and Work Plan attached and incorporated into this Agreement by reference as Exhibit A.
2. Professional Fee and Expenses. In consideration of the services provided by Consultant, Union shall pay Consultant in the amount and pursuant to the schedule set forth in Exhibit B, attached and incorporated herein by reference. Consultant shall submit invoices for fees in arrears as each phase is completed, and Union shall issue payment for the verified invoice amount within thirty (30) days of receipt by Union's Finance Office.
3. Project Team. In performing services pursuant to this Agreement, Consultant shall utilize the project team and ensure their involvement in accordance with Exhibit C, attached and incorporated herein by reference.
4. Term. This Agreement shall be for the period necessary for successful completion of the project, commencing on the Effective Date. Consultant understands and agrees that is the intent of this Agreement that Union may terminate at any time and for any reason upon ten (10) days written notice, and in such event, Consultant will earn payment only for such services as satisfactorily

completed prior to termination. In the event Consultant's services are terminated without cause during the performance of a given phase, rather than at the end, Consultant shall be paid an amount which bears the same ratio to the assigned compensation for the phase in which termination occurred as the services actually performed bear to the total services for such phase. Consultant shall not terminate this Agreement except for material breach by Union. Upon termination for any reason, Consultant shall provide to Union copies of all work product generated by Consultant in providing services pursuant to this Agreement.

5. Project Schedule. Consultant shall provide services in accordance with the schedule set forth as Exhibit D, attached and incorporated herein by reference.
6. Warranty. Consultant warrants that it will perform all work in a competent and professional manner in accordance with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. In addition, in the event Union selects a candidate from among those recommended by Consultant, Consultant provides such further warranty as stated in Exhibit B.
7. Confidentiality. Pursuant to North Carolina Gen. Stat. § 153A-98, Consultant understands and agrees that all information pertaining to applicants for employment is to be held in strict confidence. Consultant agrees not to release or divulge any such information to a third party except pursuant to written consent of the applicant.
8. Merger. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.
9. Severability. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. In such event, the parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.
10. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Exclusive venue for any disputes arising hereunder is conferred upon the General Courts of Justice of the State of North Carolina sitting in Union County, North Carolina.

11. Assignment. Neither Union nor Consultant shall assign, sublet nor transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

12. Insurance and Indemnification. At Consultant's sole expense, Consultant shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. **COMMERCIAL GENERAL LIABILITY**
Covering all operations involved in this Agreement.

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

B. **PROFESSIONAL LIABILITY**

\$1,000,000 Per Occurrence

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

ADDITIONAL INSURANCE REQUIREMENTS

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

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

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

B. Before commencement of any work or event, Consultant shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

- C. Consultant shall have no right of recovery or subrogation against Union County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Union County shall have no liability with respect to Consultant's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Consultant.
- E. All certificates of insurance shall be on approved ACORD 25 form and shall provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice. Notwithstanding the notification requirements of the insurer, Consultant hereby agrees to notify Certificate Holder immediately if any policy is cancelled or changed.
- F. The Certificate of Insurance should note in the Description of Operations the following:

Department: Personnel
Contract #: _____

- G. Insurance procured by Consultant shall not reduce nor limit Consultant's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event Consultant receives Notice of Cancellation of Insurance required pursuant to this Agreement, Consultant shall immediately cease performance of all services and shall provide Notice to Union County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

- J. If Consultant is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Consultant shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

- K. Consultant has represented to Union that it does not employ a sufficient number of employees to trigger the requirement for workers' compensation insurance in North Carolina. In reliance on Consultant's representation, Union has agreed to forego any contractual obligation of Consultant to provide workers' compensation insurance. Consultant understands and agrees that Union does not provide workers' compensation coverage for any employees of Consultant.

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

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

ATTEST:

UNION COUNTY

By: _____
Clerk to the Board

By: _____
Wesley Baker, Interim Manager

ATTEST:

COLIN BAENZIGER & ASSOCIATES

By: _____

By: _____

Approved As To Legal Form _____

Exhibit A: Search Methodology/Work Plan

The following search methodology has been refined over the past 10 years until it is virtually foolproof and has been used in all of our searches. We can also modify it to integrate your ideas into the process. Our goal is to provide you with the opportunity to obtain the information you need to make the right decision.

Phase I: Information Gathering

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those that are not actively looking for the next job) while also providing an accurate portrayal of the environment. In order to do CB&A first must first determine the needs of the client and the characteristics of the ideal candidate. To do so, we:

- Compile background information from the jurisdiction's website and other sources.
- Interview the Commission Members. Our goal is to develop a strong sense of your community, its expectations, its challenges and its leadership.
- Determine the characteristics of the ideal candidate (These will likely include experience, longevity, education, personality, demeanor, and achievements as well as other items the elected officials and stakeholders consider important), and
- Determine a reasonable compensation package.

Typically, we meet with the elected officials individually and then as a group. We also want to finalize the timeline for the recruitment so that candidates can mark their calendars well in advance and will be available when the Governing Body conducts its interviews.

If the Governing Board wishes, we will incorporate meetings with members of the community and the County staff to gather their insights. These can be very valuable as they provide additional points of views and a better understanding of the elements of the community. In a sense, they help us develop an understanding of the community's tapestry.

Phase II: Recruitment

Task Two: Develop Recruitment Materials

CB&A will next develop a comprehensive recruitment profile. It will be a well-written, substantive synopsis of what we have learned and presented in an attractive but not glitzy manner. We will provide a draft for your review and comment. Your suggestions will be incorporated, and the final recruitment profile will be used in our recruiting efforts. Samples of our work can be found on our firm's website under the "Active Recruitments" tab. More elaborate promotional materials can also be found at: http://www.cb-asso.com/s_r.html.

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for your jurisdiction. We say people, and not person, because our goal is to bring you three to five excellent finalists, all of whom will do the job extraordinarily well and who are so good that you will have a difficult time choosing among them. Then you can select the one who is the best fit with you and your community. These approaches are:

- ***Networking.*** The best approach diligent outreach. We will network with our colleagues and consult our data base. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Many excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers. When we approach them, their credentials are enhanced rather than diminished.
- ***Advertising.*** While we will seek out the best, we will not ignore the trade press which sometimes yields strong candidates. We intend to contact the members of organizations such as the International City/County Management Association (ICMA), North Carolina League of Municipalities, North Carolina Association of County Commissioners, the University of North Carolina MPA program and so on. We will also post it on our Web site, www.cb-asso.com and at Govtjobs.com. We generally do not use newspapers or generic websites because while they produce large numbers of applications, they generally do not produce the type of candidates we are seeking.
- ***Email.*** We will also e-mail the recruitment profile to our list serve of over 7,000 managers and professionals who are interested in local government management. One of the advantages of email is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be.

The Private Sector. Some of our clients ask that private sector candidates be included among our recommended candidates. While we do not routinely recommend candidates with no experience in government, we have been very successful in finding highly qualified and capable private sector people to bring forward.

Phase III: Screening and Finalist Selection

Task Four: Gather Information and Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from 80 to 120 applicants. Narrowing the field to the six to ten candidates we will present for the Commission requires a mix of in-depth research and subjective evaluation. Our process follows.

Step One. Initial Screening. CB&A will evaluate all resumes and identify the top 10 to 20 candidates. Some of these may be in-house candidates or individuals who have held high level positions in other governments but who have never been the manager. Often these people simply need the opportunity. Using a football analogy, Vince Lombardi was an assistant coach with the New York Giants prior to being hired by the Green Bay Packers. Hence, we do not believe we should only consider those who have been already done job we are recruiting for.

Exhibit A: Search Methodology / Work Plan (continued)

Step Two. Screening Interview. Our lead recruiter, and possibly other senior representatives of the firm, will interview each of these candidates. Using our experience as managers and recruiters as well as our unique ability to assess candidates, we will make a determination of the candidates' abilities and whether or not to recommend they go forward in the process. Once the candidates have passed the initial screening interview, a member of our staff will conduct a further interview and prepare a written summary.

Step Three. Background Investigations. For those that remain in consideration, CB&A will conduct extensive background checks. Specifically, we will:

- **Interview References:** We tell the candidate with whom we wish to speak. These include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, and others who know the candidate. We also attempt to contact some individuals who are not on the candidate's list. Typically we reach eight to ten people and prepare a written summary of each conversation.
- **Conduct Background Checks.** Through our third party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state and national level; civil records at the county and federal; bankruptcy and credit; and motor vehicle. We also verify education and employment for the past 15 years.
- **Search the Internet and Newspaper Archives.** Virtually every local newspaper has an archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles also provide insight into the candidate's relationship with the public and the elected officials. Of course, not all news sources are unbiased and we consider that in our evaluation.

Our goal in these checks is to develop a clear picture of each candidate and each of the avenues we pursue is a piece of the puzzle. We crosscheck sources, search for discrepancies and resolve them when we find them. When sensitive or potentially embarrassing items are discovered, they are thoroughly researched. If we conclude the situation is damaging or even questionable, the candidate will be dropped from further consideration.

Note: We firmly believe that all background work we have outlined above should be completed early in the process. That way the client knows the individuals to be interviewed are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once our client has made a selection, it can move forward promptly, negotiate a contract and make an announcement.

Task Five: Semi-Finalist Selection and Presentation.

We evaluate the information we have gathered and select six to ten candidates for presentation to the Commission. It should be noted that selecting strong candidates is more an art than a science. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be a good fit with the elected officials, stakeholders and the jurisdiction.

Exhibit A: Search Methodology / Work Plan (continued)

For the selected candidates, CB&A will compile the information we have developed into a notebook. Specifically, it will include the following information for each candidate: his/her resume, a summary of our interviews with the candidate, the results of our background checks, his/her reference checks, and our compilation of materials from Internet/newspaper archives. The notebook will also include some advice on interviewing, a series of questions the elected officials may wish to ask (as well as some areas that it is not wise to get into) and some logistical information.

If the client wishes, we can also ask the semi-finalists or finalists to provide written responses to a list of questions. We do not recommend this approach. While these responses can offer insight, the best candidates are often employed and very busy. They either do not have time to develop detailed responses to questions or do not wish to and withdraw from the process. Consequently, we have found asking candidates for written responses to questions to be counterproductive. Instead, as noted above, we conduct interviews with the candidate, ask the questions, prepare summaries and include them in the background notebooks.

Task Six: Finalist Selection

Approximately a week after the Commission has received the candidate materials, CB&A will meet with the Body to discuss our findings and to further narrow the field. The goal is for the Body to select four to six candidates to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the selected candidates by telephone and give them the opportunity to ask additional questions. CB&A will also contact those not selected to advise them of their status.

Phase IV: Coordinate the Interview Process and Manager Selection

Task Eight: Coordinate the Candidate Assessment Process

We believe you should observe the finalists in a number of settings. We also recommend you invite the finalists' spouses so they can spend time in your community and evaluate the new setting.

Day #1. The candidates are given a tour of the community and its facilities by a knowledgeable staff member. Later, senior staff members meet briefly with the candidates. That provides an opportunity for the candidates to ask questions and the senior staff to assess the finalists.

Day #2: Beginning at approximately 8:30 a.m., each candidate interviews individually with each elected official for approximately 40 minute interviews. These meetings provide the elected officials with an opportunity to assess how the candidates might interact with them on an individual basis. It is important to know if good chemistry exists. Ultimately managers succeed and fail based on their interaction with the elected officials and the one-on-ones are an excellent way to test this interaction.

Exhibit A: Search Methodology / Work Plan (continued)

After lunch, the elected officials as a group, would interview each candidate so that they can assess the candidates in a formal meeting.

Formal Assessment Tools and Tests. Formal assessment tools (such as personality tests and management in-basket exercises) can be utilized either at this stage or earlier in the process if you desire. Typically our clients do not utilize them but rather depend on our expertise. Where such tests have been conducted, they have verified our recommendation in every case. Nonetheless, we will make them available at an additional cost should you wish to use them.

Task Nine: Debriefing and Selection

Once the interviews have concluded, CB&A suggests the elected officials adjourn and hold a meeting a day or two later to select the next manager. Although the selection can be made the same day as the interviews, this decision is quite important and we recommend you take a few days to mull it over.

In terms of the final selection, we have a simple methodology we have developed that moves the elected body quickly and rationally to the desired outcome.

Once the selection has been made, CB&A will notify the finalist candidates of their status. The candidates are eager to know their status and we feel it is important that they be kept informed. As your search consultant, they look to us for information and consequently we feel it is incumbent on us to keep them informed.

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification and Contract Negotiations

Should the Commission wish, we will assist in the contract negotiations. Generally a member of the elected body and the attorney will do the actual negotiates while we provide advice and assistance concerning the compensation package and contract. If you request, we can also take the lead role in the negotiations. We also have a standard contract you are welcome to use. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect a relatively prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We stay in touch with you and your new manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. In fact, at your request, after the selected individual has been on board for approximately six months, we will conduct a team-building workshop, at no charge, to resolve any difficulties. We simply feel it is part of our job to assure a successful relationship.

Exhibit A: Search Methodology / Work Plan (continued)

Communications: We will provide biweekly reports about the status of the search, in writing or by phone, depending upon your preference. If by phone, we will make them either to the elected body as a whole or to its members individually.

The County's Obligations

County will be responsible for providing the facilities for the interview process, and coordinating lodging for candidates from outside the area. The County will also be responsible for reimbursing the candidates for all expenses associated with their travel, meals and incidentals for the interview weekend.

CB&A also expects the County staff to provide the following information to each of the finalists: the current year budget, an organizational chart, the latest completed audit and management letter, any current strategic and long range plans, any job descriptions and other materials defining the role and duties of the County Manager, and any evaluations of the organization completed in the last year. Once the finalists have been selected, your staff will mail this material to them. We may jointly determine that other relevant materials should also be provided.

CB&A would like to attend every meeting of the elected officials during our assignment, but regular attendance is probably not possible. Consequently, we would appreciate staff forwarding copies of any videos or audiotapes of meetings we cannot attend. Finally, we recommend that your law enforcement agency should run an NCIC¹ check on the candidates as backup to our criminal records checks. We simply do not have access to the NCIC database, and it is the most comprehensive such database available.

¹ Since we are not a law enforcement agency, we do not have access to the NCIC database. We believe our investigations are complete, but an NCIC review serves as a cross-check to our work.

Exhibit B: Fee & Warranty

Fee

Colin Baenziger & Associates proposes to conduct the work outlined in this proposal for a firm fixed fee of \$21,500, **including all our expenses and costs.** In other words, the only thing the County will pay CB&A is the \$21,500 fee. The County will also be responsible for the costs associated with the candidates' (and spouses, if invited) travel, accommodations and meals for the interview process.

We will bill the fee as the phases are completed and according to the following schedule:

Phase I: Needs Assessment and Information Gathering	\$ 3,000
Phase II: Recruiting	7,000
Phase III: Screening and Finalist Selection	8,000
Phase IV: Interview Process Coordination and Manager Selection	1,500
Phase V: Negotiation, Continuing Assistance & Warranty	2,000

The above fees are not scientifically calculated but are based on our experience and what we have determined we need to charge to remain profitable. They are divided according to our approximate cost outlay. If you ask us to perform work that is clearly beyond the scope of the RFP, it will be billed at a rate of \$125 per hour. No such work will be performed without your written authorization. Please note that we have never billed - nor requested - additional funds beyond our originally quoted fee for a city or county manager search, even when we were probably entitled to it.

Warranty

Colin Baenziger & Associates offers the best warranty in the industry. We can offer it because we have confidence in our work. Provided the elected officials select from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed as your County Manager.
- 2) If the selected individual leaves for any reason other than total incapacitation or death within the first year, CB&A will repeat the search at no charge. If he/she departs during the second year for any reason other than incapacitation or death, we will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with any of the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

Exhibit C: The Project Team

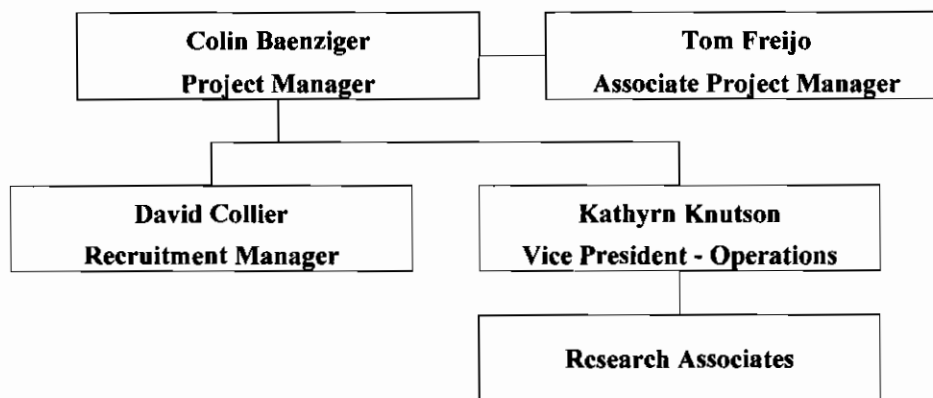
Project Team and Involvement (Resumes for key staff follow)

CB&A is an experienced recruiting firm and strongly believes that the majority of the search work should be conducted by one knowledgeable person. Colin Baenziger will be that person, and he will serve as project manager. He resides in Palm Beach County, FL, and will conduct the interviews with the elected officials, search for strong candidates, discuss the position with those candidates, recruit them, conduct the interviews with the candidates, conduct the background investigations, oversee the interview process, and assist with the contract negotiations. Mr. Baenziger holds a Bachelor's degree from Carleton College and a Master's degree with distinction from Cornell University's Graduate School of Management. In addition to 15 years as a consultant, Mr. Baenziger spent 10 years in government as a senior manager.

Tom Friejo, senior vice president, will serve as associate project manager and support for Mr. Baenziger. He will assist in the search for strong candidates and candidate evaluation. He will also serve as back-up to Mr. Baenziger. Dr. Friejo brings to the client over 35 years consulting experience in state and local governments. A former Full Professor at the University of South Florida, he also served as a City Commissioner and Mayor Pro Tem in Winter Haven, Florida. From 2001 through 2008 he was a Senior Vice President for the Mercer Group, Inc., conducting nearly 100 executive recruitments for a variety of local government positions in Florida, Georgia, and Louisiana.

David Collier, senior vice president, will serve as the recruitment manager. Mr. Collier will oversee the recruitment of candidates and assist in their screening. Mr. Collier has over 30 years experience as a local government manager. He earned his bachelor of arts degree in economics and his master's degree in public administration from the American University in Washington, D.C. He has also served as president of the Maryland City Managers Association and the Florida Association of County Administrators.

Kathryn Knutson, Vice President for Operations, resides in Oneida County, WI, and will be responsible for coordinating the advertising and production of the materials we will present to you as described in the Recruitment Approach.



The Project Team (continued)

Colin Baenziger, M.P.A.

Principal

Colin Baenziger is a student of local government and responsible for the executive recruitment functions at Colin Baenziger & Associates. Over the years, he has worked with a number of cities on recruitments, and on management, operational, and organizational issues. As a former manager and someone who actively consults with governments, he understands what it takes to do the manager's job, and to do it effectively. Furthermore, because he is active in a number of professional associations, he knows many of the nation's managers on a first name basis.



Some of Mr. Baenziger's searches for local governments include:

- County Manager, Polk County, IA (population 400,000),
- County Manager, Brevard County, FL (population 536,000),
- City Manager, Coral Gables, FL (population 42,000),
- City Manager, Cottonwood Heights, UT (population 34,000),
- City Manager, Greensboro, NC (population 259,000),
- Village Manager, Key Biscayne, FL (population 11,000),
- City Manager, Roanoke, VA (population 101,000),
- City Manager, Miami Gardens, FL (population 103,000),
- Executive Director, Onslow Water and Sewer Authority, Jacksonville, NC (serving a population of 160,000)
- City Manager, Palm Coast, FL (population 51,000),
- City Manager, Roanoke, VA (population 93,000),
- General Manager, Tampa Bay Water Authority (serving a population of 2.4 million), and
- Public Works Director, Chandler, AZ (population 250,000),

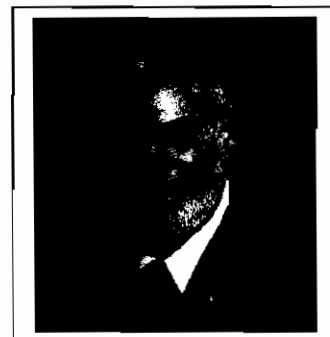
Other recent efforts include a strategic planning session for the Florida Association of Special Districts, an operational review of Tamarac's water utility, a business practices review for a division of Martin County government, an operational reconciliation for Palm Beach County Water, development of an automated system to pay royalties to featured recording artists for the Recording Industry Association of America, and a review of financial procedures for a division of the Marriott Corporation.

Mr. Baenziger has a Master's Degree with Distinction in Public Administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and Leadership Palm Beach County, the Palm Beach and Broward County Leagues of Cities. He has also been called upon frequently to speak at conferences of the Florida League of Cities, the Utah and Florida City/County Managers' Associations, and the Florida Public Personnel Association. He resides in Palm Beach County, FL.

Tom Freijo, Ph.D.

Senior Vice President

Tom Freijo brings to the client over 35 years consulting experience in state and local governments. A former Full Professor at the University of South Florida, he also served as a City Commissioner and Mayor Pro Tem in Winter Haven, Florida. From 2001 through 2008 he was a Senior Vice President for the Mercer Group, Inc., conducting nearly 100 executive recruitments for a variety of local government positions in Florida, Georgia, and Louisiana.



In addition to his comprehensive and successful experience as an executive recruiter, Dr. Freijo possesses technical expertise and considerable experience in top management evaluations, employee performance appraisal, and goal setting and retreat facilitation.

Some of the recruitments Dr. Freijo has conducted which are particularly pertinent to the proposed recruitment include:

- Chief Administrative Officer, Orlando, Florida
- City Manager, Daytona Beach, Florida
- City Manager of Eustis, Florida
- City Manager, Gainesville, Florida
- City Manager, Gulfport, Florida
- City Manager, Lakeland, Florida
- City Manager, Melbourne, Florida
- City Manager, North Miami, Florida
- City Manager, Naples, Florida
- City Manager, Sarasota, Florida
- City Manager, Vero Beach, Florida
- City Manager, Woodstock, Georgia
- County Manager of Lowndes County, Georgia
- Deputy County Administrator, Hillsborough County, Florida
- Chief Financial Officer, Orlando, Florida
- Director of Capital Projects, New Orleans, Louisiana

Dr. Freijo earned his Bachelor of Arts in Sociology and his Ph.D. in Educational Research Methodology from the University of Florida, where he was inducted into Phi Beta Kappa.

In addition to being a City Commissioner, he has a long record of community involvement, including being the founding President of Main Street Winter Haven and having served on the local boards for organizations such as Habitat for Humanity and Meals on Wheels. He is currently Chairman of the Polk County Community Relations Advisory Council.

Dave Collier, M.P.A.

Senior Vice President

Dave Collier brings to the client over 30 years of management experience in county and city government. Since there is not much that he has not seen previously, Dave quickly produces efficient and effective solutions to problems for his clients.



One of Dave's specialties is executive search. With his many years experience, he can quickly separate the wheat from the chaff and find the right person to join your senior staff or be your department head. He also has successfully conducted organizational reviews, sessions in team building and strategic planning workshops. Just as importantly in this day and age of the pressure to lower taxes, he has developed strategies and action plans for coping with the tough financial problems that local government often experience.

Dave has overseen the recruitment and selection of:

- County Manager, Brevard County, FL,
- City Manager, Coral Gables, FL,
- City Manager, Cape Canaveral, FL,
- City Manager, Dania Beach, FL,
- City Manager, North Miami, FL,
- City Manager, Orange City, FL,
- City Manager, West Melbourne, FL,
- City Administrator, West Park, FL,
- Finance Director for Tamarac, FL, and
- Environmental Resources Director for St. Lucie County, FL.

While serving as City Manager of Stuart, Florida for 14 years, he improved the professionalism of City Department Heads and staff through an emphasis on professional development and team building. He also used his hands-on management style to emphasize the need for effective project management and maintaining tight timelines in order to show citizens that the city government was effectively managed and had a strong commitment to its customers.

Prior serving in Stuart, Dave was a County Manager in Florida, Kansas and Michigan. He also has extensive experience in local government consulting.

Mr. Collier earned his Bachelor of Arts degree in Economics and his Masters degree in Public Administration from the American University in Washington, D.C. He was a member of the International City/ County Management for over thirty years, served as President of the Maryland City Managers Association and the Florida Association of County Administrators. Mr. Collier is involved in his community as a member of the City of Stuart's CRA Advisory Board and as a Director of Stuart's Main Street Association.

Ms. Knutson is a skilled professional with a wealth of public and private sector experience. Her particular expertise is in special projects, compensation surveys and background checks for our executive search candidates. She feels that each client must be properly served, and that can only be done by devoting her utmost attention to their particular concerns, and by finding creative ways to solve their problems. In her book, the client comes first.



Since beginning her working relationship as a subcontractor with Colin Baenziger & Associates, Ms. Knutson has been involved in virtually every executive search the firm has conducted. Some of the more notable ones include:

- County Manager, Polk County, IA (population 400,000),
- City Manager, Town of Bay Harbor Islands (population 5,200),
- County Manager, Brevard County, FL (population 536,000),
- City Manager, Coral Gables, FL (population 42,000),
- City Manager, Cottonwood Heights, UT (population 34,000),
- City Manager, Cutler Bay, FL (population 35,000),
- City Manager, Greensboro, NC (population 259,000),
- Village Manager, Key Biscayne, FL (population 11,000),
- City Manager, City of Marathon, FL (population 11,500)
- City Manager, City of Lauderdale Lakes (population 32,000),
- City Manager, City of Miami Gardens, FL (population 101,000)
- Village Manager, Village of Palmetto Bay, FL (population 24,000)
- City Manager, Palm Coast, FL (population 51,000),
- City Manager, Roanoke, VA (population 101,000),
- City Manager, City of West Melbourne, FL (population 15,000)
- Executive Director, Onslow Water and Sewer Authority, Jacksonville, NC (serving a population of 160,000)
- Executive Director, Northern Palm Beach County Improvement District,
- Public Works Director, Chandler, AZ (population 250,000),
- General Manager, Tampa Bay Water Authority (serving of 2.4 million), and
- Public Works Director, Chandler, AZ (population 250,000).

Ms. Knutson's prior employment includes stints with Palm Beach County's Department of Building, Planning, and Zoning, and with the County Health and Rehabilitative Services. She has also worked with the State of Florida's Department of Corrections and with the State's Department of Employment Services. She has also been involved with a number of private and non-profit concerns, such as the Visiting Nurses Association and Oakwood Mental Health Center of the Palm Beaches. Ms. Knutson has an Associates Degree in Business Education from West Georgia College in Carrollton, Georgia. Kathryn currently resides in Oneida County, WI.

Exhibit: D

Amended Expedited Project Schedule – Union County, NC

The following outlines a possible schedule for the County Manager search. We recognize that the schedule may need to be adjusted depending on the availability of the elected officials.

Phase I: Recruiting

August 23rd – 24th: Colin Baenziger begins interviewing elected officials and other suggested stake holders to understand the job and its challenges. Specifically, the purposes of these interviews will be to: 1) get to know the elected officials, 2) understand the issues the next Manager will face, 3) learn any special elements of the job, 4) develop a description of the ideal candidate, 5) determine the desired compensation, 6) develop selection criteria and 7) finalize the project schedule. He also anticipates spending time in your community getting to know what makes it a special place to live and work.

Colin Baenziger begins drafting the recruitment profile for publications and prospective candidates.

August 30th: CB&A submits the draft of the full recruitment profile to the County for its review. Comments will be due back by September 1st.

September 1st: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 7,000 individuals interested in local government management.

September 17th: Closing date for submission of applications.

September 21st: CB&A reports the results to the Commission on the results of the recruitment and begins background checks.

Phase II: Screening

October 18th: CB&A forwards the semi-finalist materials to the County. These will include the candidates' resumes, a summary of our interviews with the candidates, the results of our background and reference checks, and Internet/newspaper archives results. Materials arrive on October 19th.

October 25th: CB&A meets with the County's elected officials to review the suggested semifinalists.

The Commission selects five finalists.

Exhibit: D

Amended Expedited Project Schedule – Union County, NC

Phase III: Interview Process Coordination and Manager Selection

November 5th: Elected officials interview candidates one-on-one and as a group.

November 8th: County selects its next County Manager at a special meeting.

Phase IV: Negotiation, Warranty & Continuing Assistance

Post Selection: As requested by the County, CB&A works with County officials on an employment agreement. Typically this process takes a week to two weeks before a new contract is ratified.

CB&A also will stay in touch to ensure the Commission-Manager relationship is a strong one.

Exhibit D:
Expedited Project Schedule – Union County, NC

The following outlines a possible schedule for the County Manager search. We recognize that the schedule may need to be adjusted depending on the availability of the elected officials.

Phase I: Recruiting

August 23rd – 24th: Colin Baenziger begins interviewing elected officials and other suggested stake holders to understand the job and its challenges. Specifically, the purposes of these interviews will be to: 1) get to know the elected officials, 2) understand the issues the next Manager will face, 3) learn any special elements of the job, 4) develop a description of the ideal candidate, 5) determine the desired compensation, 6) develop selection criteria and 7) finalize the project schedule. He also anticipates spending time in your community getting to know what makes it a special place to live and work.

Colin Baenziger begins drafting the recruitment profile for publications and prospective candidates.

August 30th: CB&A submits the draft of the full recruitment profile to the County for its review. Comments will be due back by September 1st.

September 1st: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 7,000 individuals interested in local government management.

September 17th: Closing date for submission of applications.

September 21st: CB&A reports the results to the Commission on the results of the recruitment at a regular meeting and begins background checks.

Phase II: Screening

October 11th: CB&A forwards the semi-finalist materials to the County. These will include the candidates' resumes, a summary of our interviews with the candidates, the results of our background and reference checks, and Internet/newspaper archives results. Materials arrive on October 12th.

October 14th: CB&A meets with the County's elected officials to review the suggested semifinalists.

The Commission selects five finalists.

Exhibit D:
Expedited Project Schedule – Union County, NC

Phase III: Interview Process Coordination and Manager Selection

- October 22nd: Elected officials interview candidates one-on-one and as a group.
- October 25th: County selects its next County Manager at a special meeting.

Phase IV: Negotiation, Warranty & Continuing Assistance

Post Selection: As requested by the County, CB&A works with County officials on an employment agreement. Typically this process takes a week to two weeks before a new contract is ratified.

CB&A also will stay in touch to ensure the Commission-Manager relationship is a strong one.

Exhibit D: Typical Project Schedule – Union County, NC

The following outlines a possible schedule for the County Manager search. We recognize that the schedule may need to be adjusted depending on the availability of the elected officials.

Phase I: Recruiting

August 23rd – 24th: Colin Baenziger begins interviewing elected officials and other suggested stake holders to understand the job and its challenges. Specifically, the purposes of these interviews will be to: 1) get to know the elected officials, 2) understand the issues the next Manager will face, 3) learn any special elements of the job, 4) develop a description of the ideal candidate, 5) determine the desired compensation, 6) develop selection criteria and 7) finalize the project schedule. He also anticipates spending time in your community getting to know what makes it a special place to live and work.

Colin Baenziger begins drafting the recruitment profile for publications and prospective candidates.

August 30th: CB&A submits the draft of the full recruitment profile to the County for its review. Comments will be due back by September 3rd.

September 3rd: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 7,000 individuals interested in local government management.

September 28th: Closing date for submission of applications.

October 7th: CB&A reports the results to the Commission on the results of the recruitment at a regular meeting and begins background checks.

Phase II: Screening

November 1st: CB&A forwards the semi-finalist materials to the County. These will include the candidates' resumes, a summary of our interviews with the candidates, the results of our background and reference checks, and Internet/newspaper archives results. Materials arrive on November 2nd.

November 8th: CB&A meets with the County's elected officials to review the suggested semifinalists.

The Commission selects five finalists.

Exhibit D:
Typical Project Schedule – Union County, NC

Phase III: Interview Process Coordination and Manager Selection

November 19th: Elected officials interview candidates one-on-one and as a group.

November 21st: County selects its next County Manager at a special meeting.

Phase IV: Negotiation, Warranty & Continuing Assistance

Post Selection: As requested by the County, CB&A works with County officials on an employment agreement. Typically this process takes a week to two weeks before a new contract is ratified.

CB&A also will stay in touch to ensure the Commission-Manager relationship is a strong one.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 7, 2010

Action Agenda Item No. 4(1)(a)
(Central Admin. use only)

SUBJECT: LexisNexis Service Contract

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

ATTACHMENT(S): Contract Document **INFORMATION CONTACT:** Vann Harrell
John Petoskey

TELEPHONE NUMBERS:
704-283-3591
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Authorize Interim County Manager to approve contract subject to legal review

BACKGROUND: The Union County Tax Collector's office has used the research services of Accurint in order to assist in the collection of delinquent property taxes. The primary use of this service is to obtain social security numbers in order to enforce the collection of these delinquent taxes. LexisNexis recently acquired Accurint in a merger of the two companies. As a result of this merger and a change in some of the procedures used to research delinquent taxpayers, a new service contract was needed. There was no change in the pricing arrangements of the new contract.

FINANCIAL IMPACT: no impact other than current budgeted appropriations. \$2,500.00

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

LN Non-FCRA Application Application & Agreement - Government Agencies

LexisNexis Risk Solutions FL Inc. and its Affiliates (collectively or individually "LN") provides provide various Non-FCRA products and services (the "LN Services") The information submitted on this this Application and Agreement ("Agreement") will be used to determine the Customer's (as defined in Part 1 below) eligibility for accessing the LN Services. LN reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein. "Affiliates" are those affiliates of LexisNexis Risk Solutions FL Inc. that provide LN Services pursuant to this Agreement.

AGENCY INFORMATION

PART 1: (This section must be filled out entirely.)

SECTION A: AGENCY INFORMATION ("AGENCY" or "Customer")

Agency Name Union County Tax Collector
Physical Address 500 N. Main St., Suite 119
City Monroe State NC Zip 28112
Telephone 704-283-3591 Agency Web Address www.co.union.nc.us

Product IP Address _____

Product IP Address Range From _____ To _____

COMPANY PRINCIPAL(S)

Last Name N/A Government First Name _____ Middle Initial _____ Title _____
Last Name N/A Government First Name _____ Middle Initial _____ Title _____

SECTION B: CUSTOMER ADMINISTRATOR OR MAIN CONTACT INFORMATION

Last Name _____ First Name _____ Middle Initial _____
Title _____ Telephone _____
Email Address _____
*Computer IP Address _____

*For verification purposes, each Customer Administrator must provide one of the three following pieces of identified information.

1. First five digits of your Social Security Number _____ - _____
2. Full date of birth _____
3. Complete home address _____

ADDITIONAL CUSTOMER ADMINISTRATOR OR MAIN CONTACT INFORMATION (Optional)

Last Name _____ First Name _____ Middle Initial _____
Title _____ Telephone _____
Email Address _____
*Computer IP Address _____

*For verification purposes, each Customer Administrator must provide one of the three following pieces of identified information.

1. First five digits of your Social Security Number _____ - _____
2. Full date of birth _____
3. Complete home address _____

PART 2 - CREDENTIALING

SECTION A: CUSTOMER SECURITY CERTIFICATION

Customer certifies that the Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN or its data, including, but not limited to, any matter involving potential violations of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and its implementing regulations (collectively, "GLBA"), the Driver's Privacy

Protection Act (18 U.S.C. § 2721, et seq.) and related state laws (collectively, the "DPPA"), the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA"), the Fair Debt Collection Practices Act (15 U.S.C. § 1692-1692p) ("FDCPA") or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement.

SECTION B: VENDOR REFERENCE RELEASE. Please list at least one (1) current Business to Business Vendor Reference. This section is optional, but if it is not completed and LN is not able to complete its credentialing process, LN reserves the right to re-request this information prior to account activation. Such re-request will result in processing delays.

Company Name _____ Contact _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Email _____ Account Number (if applicable) _____

Company Name _____ Contact _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Email _____ Account Number (if applicable) _____

SECTION C: AGENCY INFORMATION (select one)

<input type="checkbox"/> Federal Government	<input type="checkbox"/> Federal Law Enforcement	<input type="checkbox"/> State Government	<input type="checkbox"/> State Law Enforcement
<input type="checkbox"/> Local/Municipal Government	<input type="checkbox"/> Local/Municipal Law Enforcement		
<input type="checkbox"/> Other (Specify)			

SECTION D: PURPOSE OF USE

Describe _____

SECTION E: ACCESS (select all that apply)

Server (system to system) Internet/PC Fax Phone
 Other _____

SECTION F: SITE VISIT INFORMATION

A site visit will be required for local and municipal agencies. Site visits may be required for any other Customer. Should a site visit be required, Customer agrees to authorize the site visit, cooperate in the site visit, and to pay the site visit charges as stated in the Schedule(s) A to this Agreement. The site visit charge, if applicable, is \$175.00. Site visits are conducted for LN by an approved third-party. Please indicate if the appropriate contact is different than the contact listed in Part 1, Section B.

Site Visit Contact _____ Contact Phone _____
Contact Email _____

PART 3 - BILLING INFORMATION

SECTION A: CREDIT CARD INFORMATION (If you choose to be billed on a credit card, fill out this portion and proceed to Part 3, Section C. If you choose to be billed directly, skip Part 3, Section A and proceed to Part 3, Section B). LN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement. Please provide authorization signature on final page.

Cardholder Name _____
Credit Card Statement Address _____
City _____ State _____ Zip _____
Card Type: Master Card Visa American Express

Card Number _____ Expiration (MM/YY) _____

SECTION B: DIRECT BILLING INFORMATION

By submitting this direct billing application, Customer certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Customer named in this Agreement. Customer certifies that the information provided relating to this credit application is true and complete. Customer hereby grants LN permission to verify the credit information provided herein.

BILLING CONTACT

Last Name _____ First Name _____ Title _____

Telephone _____ Email Address _____
 Billing Address _____
 City _____ State _____ Zip _____

SECTION C: ADDITIONAL BILLING INFORMATION

Require a P.O. Number on Invoice? No Yes If Yes, provide P.O. Number _____

PART 4 - PERMISSIBLE USE CERTIFICATIONS

SECTION A: GLBA PERMISSIBLE PURPOSE

Some LN Services use and/or display nonpublic personal information, which is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible use under the GLBA to use and/or obtain such information as marked below, and, Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one must have **HANDWRITTEN INITIALS** to be permitted access to GLBA data.)

- | | | |
|----|--------|---|
| | 1. | No permissible use. |
| | 2. | As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer. |
| | 2. (B) | As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications for employment, housing, or insurance. (Accurant only) |
| | 3. | To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. |
| | 4. | In required institutional risk control programs. |
| | 5. | In resolving customer disputes or inquiries. |
| | 6. | Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer. |
| | 7. | Use by persons acting in a fiduciary or representative capacity on behalf of the consumer. |
| PH | 8. | In complying with federal, state, or local laws, rules, and other applicable legal requirements |
| | 9. | To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety. |
| | 10. | With the written consent or at the direction of the consumer (Consumer Report LN Services only). |

SECTION B: DPPA PERMISSIBLE USES

Some LN Services use and/or display personal information, the use of which is governed by the "DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such as marked below, and Customer further certifies it will use such information obtained from LN Services only for the purpose(s) selected below or, if applicable, for the purpose indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one must have **HANDWRITTEN INITIALS** to be permitted access to DPPA data.)

- | | | |
|----|----|---|
| | 1. | No permissible use. |
| | 2. | In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation. |
| PH | 3. | To verify the accuracy of information about a person who provided the information to you (or to your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud. |
| PH | 4. | Use by a government agency but only in carrying out its functions. |
| | 5. | Use by any person acting on behalf of a government agency but only in carrying out the agency's functions. |
| | 6. | Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting. |
| | 7. | In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer). |
| | 8. | Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code. (Accurant only) |
| | 9. | With the written consent of the individual to whom the information pertains (Consumer Report LN Services only). |

With regard to the information that is subject to the DPPA, some state law permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state. LN understands and agrees that Customer intends to utilize the LN Services to obtain personal information, the use of which is governed by DPPA, for the purpose of collecting delinquent taxes and fees owed to Customer.

Customer agrees and certifies it will use the information described in Sections A and B of this Part 4 only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION C: QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full (nine digits) social security numbers and drivers license numbers when appropriate (collectively, "SSNs") through some LN Services. Only those users that are within the Authorized User List below, and that use SSNs for an Authorized Use identified below, qualify as Authorized Users. To qualify as an Authorized User, Customer must identify and certify that its business is within the Authorized User List below and its use of SSNs is within the Authorized Use List below. LN understands and agrees that Customer intends to utilize the LN Services to obtain social security numbers and addresses for the purpose of collecting delinquent taxes and fees owed to Customer.

- Customer is **NOT** requesting access to Qualified Data (proceed to Part 5).
- Customer is requesting access to Qualified Data. Complete the sections below.

SOCIAL SECURITY NUMBERS

1. AUTHORIZED USER (At least one must have **HANDWRITTEN INITIALS to receive SSNs.)**

	Not an authorized user;
PH	Federal, state or local government agency with law enforcement responsibilities;
	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;
	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf and (d) such other uses as shall be appropriate and lawful;
	Collection department of a creditor;
	Collection company acting on behalf of a creditor or on its own behalf;
	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one must have **HANDWRITTEN INITIALS to receive SSNs.)**

	No authorized use;
	Location of suspects or criminals;
	Location of non-custodial spouses allegedly owing child support and ex-spouses allegedly owing spousal support;
PH	Location of individuals alleged to have failed to pay taxes or other lawful debts;
	Identity verification;
	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use SSNs only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVERS LICENSE NUMBERS

1. AUTHORIZED USER (At least one must have **HANDWRITTEN INITIALS to receive DLs.)**

	Not an authorized user;
PH	Federal, state or local government agency with law enforcement responsibilities;
	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;
	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf and (d) such other uses as shall be appropriate and lawful;
	Collection department of a creditor;
	Collection company acting on behalf of a creditor or on its own behalf;
	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one must have **HANDWRITTEN INITIALS** to receive DLs.)

	No authorized use;
	Location of suspects or criminals;
	Location of non-custodial spouses allegedly owing child support and ex-spouses allegedly owing spousal support;
PH	Location of individuals alleged to have failed to pay taxes or other lawful debts;
	Identity verification;
	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use DLs only for the purposes it designated on the Authorized Use List and for no other purposes.

PART 5 - TERMS AND CONDITIONS

1. **SCOPE OF SERVICES:** LN agrees to provide the LN Services described in a Purchase Order or Schedule A to this Agreement to Customer, subject to the terms and conditions herein. This Agreement shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services and any data contained therein, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data of or for third-parties. Customer agrees that, if LN determines or reasonably suspects that Customer is engaging in marketing activities, reselling, brokering or processing or evaluating data of or for third-parties, or using the LN Services for personal (non-business) purposes or using the LN Services' information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) GLBA Data. Some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access QA Data (as previously defined). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example,

sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(vi) National Change of Address Database. LN is a licensee of the United States Postal Service's NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Customer receives all or a portion of the NCOA Database through the LN Services, Customer hereby certifies to LN that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Customer agrees to complete, execute and submit to LN the NCOA Processing Acknowledgement Form.

(vii) Additional Terms. Certain materials contained within the LN Services are subject to additional obligations and restrictions. Without limitation, these services include news, business information (e.g., Dun & Bradstreet reports), and federal legislative and regulatory materials. To the extent that Customer receives such materials through the LN Services, Customer agrees to comply with the General Terms and Conditions for Use of LN Services contained at the following website: www.lexisnexis.com/terms/general (the "General Terms"). The General Terms are hereby incorporated into this Agreement by reference.

(viii) Fair Credit Reporting Act. The LN Services provided pursuant to this Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined under the FCRA. Accordingly, LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the LN Services for eligibility determinations for any of the following purposes: (1) in connection with establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of a credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or (5) eligibility for any other purpose deemed to be a permissible purpose under the FCRA or any similar state statute; (B) by way of clarification, Customer may use, except as otherwise prohibited or limited by this Agreement, information received through the LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; or (5) to decide whether to buy or sell consumer indebtedness in a commercial transaction; (C) specifically, if Customer is using the LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the LN Services (1) to revoke consumer credit; (2) to set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section (viii), use the LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the LN Services to take any "adverse action," as that term is defined in the FCRA.

(ix) MVR Data. If Customer is permitted to access Motor Vehicle Records ("MVR Data") from LN, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. Customer shall maintain for a period of three (3) years a complete and accurate record, including identity and purpose, of every access to any personal information in MVR Data in its system. Further, in response to any audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) American Board of Medical Specialties ("ABMS") Data. If Customer is permitted to access ABMS Data from LN, Customer shall not use, nor permit others to use, ABMS Data for purposes of determining, monitoring, tracking, profiling or evaluating in any manner the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

3. SECURITY. Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers,

and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) unless otherwise required by law, purge all information received through the LN Services and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; and (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise. Customer agrees that on at least a quarterly basis it will review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein. Customer will implement policies and procedures to prevent unauthorized use of User IDs and the LN Services and will immediately notify LN, in writing to the LN Privacy, Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind. Notwithstanding anything in the Agreement to the contrary, LN shall own Customer's search inquiry data used to access the LN Services and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations.

4. **PERFORMANCE:** LN will use reasonable efforts to deliver the LN Services requested by Customer and to compile the information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Agency accepts all information "**AS IS.**" The Agency hereby acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that the Agency shall not rely on LN for the accuracy or completeness of the information provided by the LN Services. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES** Upon acceptance by the LN Affiliate(s) set forth on an applicable Purchase Order or Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Purchase Order or Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such purchase orders or schedules. The fees listed on a Purchase Order or Schedule A may be updated from time to time through any or all of the following methods: online announcements, customer bulletins, emails, notices, announcements in invoices, or published price schedules. LN is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its pricing policies that may occur from time to time. All current and future pricing documents are deemed incorporated herein by reference.

Upon request by Agency's Tax Collector, LN shall provide Non-FCRA Batch Services ("Batch Services") to Agency. Agency's Tax Collector shall request such services through the execution and submission (via fax to Agency's LN Account Manager) of a signed Schedule A, provided by LN, in substantially the same form as the attached "Schedule A," which is incorporated into this Agreement by this reference. The Schedule A shall include the following: the beginning and ending dates for which the Batch Services requested by the schedule are to be provided (the "Batch Term"); a description of the feature to be identified by the Batch Services; a fixed price per transaction by Agency; a minimum commitment of transactions for the Batch Services (the "Minimum Commitment"); and a lower, fixed price per transaction remaining in the "True Up," as defined below. Each issuance of a Schedule A shall constitute a request for a one time batch for the Batch Term. Agency shall pay the per transaction price listed in the Schedule A, or a referenced attachment thereto, for the batch services provided pursuant to the Schedule A. At the end of the Batch Term, LN will reconcile Agency's total Batch

Service usage, and should the Agency have failed to meet the Minimum Commitment, the Agency shall pay to LN the difference between the actual number of transactions purchased and the Minimum Commitment (the "True Up"). Agency agrees to pay the price listed in the applicable Schedule A for transactions remaining in the True Up. Notwithstanding anything in the schedule to the contrary, the applicable terms and provisions listed in this Agreement are the only terms and provisions that shall apply to batch services. The execution and submission of a Schedule A shall not, at anytime or for any purpose, be construed to constitute an amendment to this Agreement.

6. INTELLECTUAL PROPERTY; CONFIDENTIALITY. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services' information, programs or computer applications. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the data and information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, product development plans, forecasts, data contained in LN Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth in the Official Code of Georgia Annotated § 10-1-761(4). Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

7. PAYMENT OF FEES: The Agency shall be responsible for payment for all services obtained through the Agency's access identification code, whether or not such code is used by the Agency or a third party, whether with or without the Agency's consent, provided access to Agency's access identification code is not the result of use by a person formerly or presently employed by LN or who obtains the code by or through a break-in or unauthorized access of LN's offices, premises, records, or documents, or computer system. The Agency shall pay LN for all charges incurred for the use of the LN Services on a monthly basis, and the Agency agrees to be electronically invoiced for those charges. At the Agency's request, paper invoices can be mailed via the United States Postal Service at a cost of Ten Dollars (\$10) per month, which will be included in the Agency's monthly invoice as an additional itemized charge. All payments are due within 20 days of receipt of an invoice for the LN Services. The Agency understands that it will be notified via electronic mail regarding all unpaid balances due. The Agency shall pay interest at the rate of eighteen percent (18%) per annum, unless another interest rate is mandated or prohibited by law, from the date due on any charges not paid by the payment due date. LN reserves the right to terminate this Agreement and the right of the Agency to use any information provided hereunder with prior notice to the Agency upon any non-payment of fees by the date due.

8. APPROPRIATION OF FUNDS. If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. TERM OF AGREEMENT.:

This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "Term"); provided, however, that any term provided on a Purchase Order or Schedule A (the "Purchase Order or Schedule A Term") shall apply to the LN Services provided under such schedule until the expiration of that Purchase Order or Schedule A Term. Upon expiration of any Purchase Order or Schedule A Term, this Agreement shall continue in effect for so long as LN is providing services for Customer.

10. TERMINATION. Except where a Purchase Order or Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this Agreement at any time for any reason.

11. ASSIGNMENT: The license granted to the Agency to use the LN Services may not be assigned by the Agency, in whole or in part, without the prior written consent of LN.

12. DISCLAIMER OF WARRANTIES: LN DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE LN SERVICES AND INFORMATION PROVIDED THEREBY; PROVIDED, HOWEVER, THAT LN DOES HEREBY WARRANT THAT LN HAS COMPLIED WITH THE LAW AND APPLICABLE THIRD PARTY DATA PROVIDER CONTRACTS IN PROVIDING THE LN SERVICES. LN DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR THE COMPONENTS THEREOF OR INFORMATION PROVIDED THEREUNDER.

13. INDEMNIFICATION. To the extent permitted by applicable state or federal law, Customer hereby agrees to protect, indemnify, defend, and hold harmless LN from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to (a) use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through LN; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate this Agreement and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

14 SURVIVAL OF AGREEMENT: Provisions hereof related to (a) the use of the LN Services information and data by the Agency; (b) the payment for the LN Services; (c) the disclaimer of warranties by LN; and (d) LN's use and ownership of Agency's search inquiry data shall survive any termination of the license to use the LN Services.

15. AUDIT Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of this Agreement, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews of Customer's use of the LN Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of LN Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

16. CUSTOMER CHANGES/CREDIT REPORT. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets such procedures, LN may terminate this Agreement. Customer is required to promptly notify LN of a change in ownership of Customer's company, any change in the name of Customer's company, and/or any change in the physical address of Customer's company. Furthermore, Customer acknowledges and agrees that, as part of the credentialing process, Customer's credit report(s) may be requested by LN in accordance with Federal Fair Credit Reporting Act from one (1) or more consumer reporting agencies. Upon Customer's request, Customer will be informed of whether any credit report was requested, and the name and address of the credit reporting agency that furnished the report to LN.

17. RELATIONSHIP OF PARTIES. None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

18. CHANGE IN AGREEMENT. By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Paragraph 2 herein, changes in pricing, and changes to other provisions of this Agreement as LN shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of the LN Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

19. PRIVACY PRINCIPLES. With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. LN's Data Privacy Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.

20. PUBLICITY. Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

21. FORCE MAJEURE. The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

22. ENTIRE AGREEMENT: This Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written, including the "Accurint Application and Agreement" between Seisint, Inc. an LN Affiliate n/k/a LexisNexis Risk Data Management Inc. and Union County, dated March 12, 2003. Any new, other, or different terms supplied by the Agency beyond the Terms contained herein, including those contained in purchase orders issued by the Agency, are specifically and expressly rejected by LN unless LN agrees to them in a signed writing specifically including those new, other, or different terms. The Terms contained herein shall supersede and govern in the event of a conflict between these Terms and any new, other, or different terms in any contract which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

23. MISCELLANEOUS. If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

AUTHORIZATION AND ACCEPTANCE OF TERMS

THE PERSONS SIGNING BELOW HEREBY CERTIFY they are authorized to execute this LN Agreement for Government Agencies on behalf of their respective entities listed above, and that the statements they have provided in this Agreement are true and correct. By signing below, the parties agree to the terms and conditions set forth in this Agreement.

<u>LEXISNEXIS RISK SOLUTIONS FL INC.</u>	Agency
Signature _____	Signature _____
Print Name: _____	Print Name _____
Title: _____	Title _____
Dated: _____	Dated _____ (mm/dd/yy)

SCHEDULE A
Non-FCRA Batch Services
(Month to Month Transactional)

Company Name:	<u>Union County, North Carolina - Finance Dept</u>	Address:	<u>500 N MAIN ST</u>
DBA:	<u></u>	City, State, Zip:	<u>MONROE, NC 28112</u>
Contact Name:	<u>Vann Harrell</u>	Phone:	<u>(704) 283-3591</u>
Billgroup #:	<u></u>	Email:	<u>vannharrell@co.union.nc.us</u>
LN Account Manager:	<u>Andrew C. Stimson</u>		

This Schedule A sets forth additional or amended terms and conditions for the use of the Non-FCRABatch services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). The services set forth in this Schedule A are non-FCRA Services.

1. SCHEDULE A TERM

The term of this Schedule A will be 12months beginning 09/01/2010 (the "Initial Term"), and shall automatically renew for additional periods of twelve (12) months (each one a "Renewal Term"), unless a party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 Customer shall pay the prices detailed in the attached price schedule.

2.2 The pricing reflects any applicable discounts based upon Customers existing spend. LN may renegotiate the discount for any Renewal Term should Customer's total spend decrease more than Ten Percent (10%).

2.3 Customer may qualify for greater discounts based upon the monthly retail value of their use of the LN Services per the following month-to-month tiered discount schedule.

Month-to-Month Tiered Discount Schedule	
Retail Value	Discount
\$2,500	5%
\$15,000	10%
\$25,000	15%
\$30,000	20%
\$40,000	25%
\$50,000	30%
\$60,000	35%

2.4 In any month that LN monitors Customer's records, Customer shall pay a minimum of **\$250.00** for monitoring services. Customer shall pay \$0.0025 per input in addition to the per hit charges detailed in the attached price schedule.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before 08/20/2010.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

AGREED TO AND ACCEPTED BY:

Signed: _____

Name: _____

Title: _____

Date: _____

Batch Non-FCRA Services

(All Pricing is per hit unless otherwise specified.)

PRICE SCHEDULE	
FEATURE	PRICE
IDENTITY	
Most frequently reported SSN and/or Best SSN	\$0.35

Fax all pages of the completed Schedule A to your Account Manager
Batch (Non-FCRA)

73529.1v2

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 4(1)(b)
(Central Admin. use only)

SUBJECT: Ballistic Vests Requisition

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

ATTACHMENT(S):
Requisition #65 and (3) quotes

INFORMATION CONTACT:
Steve Simpson

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

DEPARTMENT'S RECOMMENDED ACTION: Approve requisition for conversion to purchase order.

BACKGROUND: Requisition is for the purchase of (39) Point Blank Level IIIA ballistic vests. Price includes trauma plates and extra carriers. (3) additional quotes have been obtained as required.

FINANCIAL IMPACT: \$25369.50(Portion of this to be refunded.)

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Bill To
 UNION COUNTY SHERIFF'S OFFICE
 3344 PRESSON ROAD
 ROBIN HUNTER 704-292-2694
 MONROE, NC 28112

Requisition 00000065-00 FY 2011

Acct No: 10 -20-5-431-30-5212 -1050
 Review:
 Buyer:
 Status: Released

Page 1

Vendor
 CAROLINA UNIFORMS & EQUIPMENT INC
 2732 D INTERSTATE STREET

 CHARLOTTE, NC 28208

Ship To
 UNION COUNTY SHERIFF'S OFFICE
 3344 PRESSON ROAD
 ROBIN HUNTER 704-292-2694
 MONROE, NC 28112

Delivery Reference
 Brian Griffin

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/16/10	033810	08/16/10			LAW ENFORCEMENT ADMIN/OPERT

LN	Description / Account	Qty	Unit Price	Net Price
001	Hi-Lite IIIA Point Blank Vests w/Extra Carrier S&H \$10 per vest Additional Description Notes	39.0 Each	640.50000	25369.50

- L. ADCOCK
- J. ARNOLD
- K. BENTON
- M. BLACK
- J. CLOUGH
- C. COPPEDGE
- G. DAVIS
- K. HELMS
- W. GAGNON
- K. GOODRUM
- J. GREENE
- M. HEFNER
- K. JAMES
- B. KEZIAH
- D. LINTO
- P. LUCORE
- T. LUISA
- C. LUKE
- T. MILLS
- W. MULLIS
- D. PAXTON
- S. PHILEMON
- K. PLYLER
- D. PRESSLEY
- R. ROLLINS
- D. ROUSSEAU
- M. STARNES
- W. STEPHENS
- M. THOMAS
- B. WICKER
- B. YOUNG
- L. YOW
- D. RUCKER
- N. SAMUELS

W. WALDEN

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Bill To                               Requisition 00000065-00  FY 2011
UNION COUNTY SHERIFF'S OFFICE
3344 PRESSON ROAD                    Acct No: 10  -20-5-431-30-5212  -1050
ROBIN HUNTER 704-292-2694           Review:
MONROE, NC                           Buyer:
                                     Status: Released
                                     Page 2
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Vendor
CAROLINA UNIFORMS & EQUIPMENT INC
2732 D INTERSTATE STREET

CHARLOTTE, NC 28208

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Ship To
UNION COUNTY SHERIFF'S OFFICE
3344 PRESSON ROAD
ROBIN HUNTER 704-292-2694
MONROE, NC 28112

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Delivery Reference
Brian Griffin

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/16/10	033810	08/16/10			LAW ENFORCEMENT ADMIN/OPERT

LN	Description / Account	Qty	Unit Price	Net Price
	M. FOARD			
	E. TATRO			
	S. CIUCEVICH			
	J. RUSHING			
	*Amount reflects \$390.00 freight.			
10	-20-5-431-30-5212 -1050			15612.00
10	-20-5-431-30-5212 -1055			650.50
10	-20-5-431-30-5212 -1056			1951.50
10	-20-5-431-35-5212 -			5204.00
10	-20-5-431-38-5212 -			1951.50

Bid Number: 0

Requisition Total 25369.50

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10 -20-5-431-30-5212 -1050	15612.00	-12381.23
LAW ENFORCEMENT ADMIN/OPER WEARING APPARREL		
10 -20-5-431-30-5212 -1055	650.50	-361.50
LAW ENFORCEMENT ADMIN/OPER WEARING APPARREL		
10 -20-5-431-30-5212 -1056	1951.50	649.50
LAW ENFORCEMENT ADMIN/OPER WEARING APPARREL		
10 -20-5-431-35-5212 -	5204.00	-3415.06
LAW ENFORCEMENT JAIL WEARING APPARREL		
10 -20-5-431-38-5212 -	1951.50	-2101.09
LAW ENFORCEMENT-ANIMAL CONTROL WEARING APPARREL		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	08/16/10	Dept431: Robin Hunter	Key value(s) changed.
Queued	08/16/10	Dept413: Lee Lesslie	Key value(s) changed.
Pending		Dept431: Jean Hart	Key value(s) changed.

Pending

Dept431: Robin Hunter

Key value(s) changed.

```

=====
Bill To                               Requisition 00000065-00  FY 2011
UNION COUNTY SHERIFF'S OFFICE
3344 PRESSON ROAD                    Acct No: 10  -20-5-431-30-5212  -1050
ROBIN HUNTER 704-292-2694            Review:
MONROE, NC                            Buyer:
                                     28112                               Status: Released
=====

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Vendor
CAROLINA UNIFORMS & EQUIPMENT INC
2732 D INTERSTATE STREET

CHARLOTTE, NC 28208

Ship To
UNION COUNTY SHERIFF'S OFFICE
3344 PRESSON ROAD
ROBIN HUNTER 704-292-2694
MONROE, NC 28112

Delivery Reference
Brian Griffin

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/16/10	033810	08/16/10			LAW ENFORCEMENT ADMIN/OPERT

LN	Description / Account	Qty	Unit Price	Net Price
Pending	Dept431: Steve Simpson		Key value(s) changed.	
Pending	Dept431: Rose Phifer		Key value(s) changed.	
Pending	Dept426: Nicole Hatch		Key value(s) changed.	

Authorized By: _____ Date: _____
Signature

DATE 8-5-10
FROM

QUOTATION

NO. _____

Req # 65



CAROLINA UNIFORMS & EQUIPMENT
2732 D INTERSTATE STREET
CHARLOTTE, NORTH CAROLINA 28208

704-395-0668
FAX 704-395-2484

TO UNION CO SHERIFF'S OFFICE
MONROE, NC

ATTN. ROBBIN HUNTER
PHONE _____
FAX 704 292-2696

QTY.	STYLE NO.	DESCRIPTION	UNIT PRICE	EXTENDED
	HILITE II	POINT BANK VEST W/ EXTRA CARRIER	560.00	
	HILITE IIIA	POINT BANK VEST W/ EXTRA CARRIER	640.50	
		SHIPPING PER VEST	10.00 PER VEST	
TOTALS				

REMARKS _____

- OVERSIZE CHARGES**
- MENS TROUSERS 44-50 WAIST PLUS _____ %
 - 52-54 WAIST PLUS _____ %
 - LADIES SLACKS 20-24 SIZE PLUS _____ %
 - COATS 48-50 CHEST PLUS _____ %
 - 52-54 CHEST PLUS _____ %
 - 56-58 CHEST PLUS _____ %
 - X LONG PLUS _____ %
 - MENS SHIRTS 18 & 18 1/2 NECK PLUS _____ %
 - 19 NECK PLUS _____ %
 - 20 NECK PLUS _____ %
 - 38 SLEEVE PLUS _____ %
 - LADIES SHIRTS 42 & 44 PLUS _____ %
 - 46 & 48 PLUS _____ %
 - 50 PLUS _____ %

PRICES FOR SHIPPING POINT
APPROVED BY *B. M. Cook*
TITLE _____

DELIVERY _____
PRICES FIRM THRU _____



Price Quote


Alecia Bodie
 2680 Palumbo Dr
 Lexington, KY 40509
 Phone: 800-876-4242 ext 2276/803-649-1537
 Fax: 803-648-9468

Date: 7/14/10
 Attn: Brian Griffin/ Union CO SO
 Fax:

Customer #: 5520232

Item #	Description	Quantity	Retail	Your Price	Total with Discount
BP445	Point Blank Hi Lite Level II Body Armor	1	\$669.99	\$535.75	\$535.75
	w/ Free 5X8 Soft Trauma incl				\$0.00
BP446	Point Blank Hi Lite Level IIIA Body Armor	1	\$819.99	\$656.00	\$656.00
	w/ Free 5X8 Soft Trauma incl				\$0.00
****	Extra Carrier for Hi Lite Body Armor	1	\$140.00	\$93.50	\$93.50*
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal					\$1,285.25
Shipping & Handling					
Total					\$1,285.25

Additional Comments: All pricing good for 30 days from date shown.



Galls® Offers Footwear as Tough as You!

Public safety professionals put in long hours on their feet so their footwear must be both durable AND comfortable. Offering only the finest designs, Galls® footwear incorporates the latest technology to help your feet and legs absorb the hundreds of pounding steps you take every day. Learn more about footwear at: <http://www.galls.com/footwear.html>

In stock and ready for immediate delivery!

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www.pacabodyarmor.com



www.pointblankarmor.com

To Brian Griffin, Union Co Sheriff's Office
Date July 13 2010
From Bill Burns
Subject Body Armor Quote

Deputy Griffin, we are please to provide this price information for Point Body Armor as shown in our current price list

Hi-Lite level II and extra carrier (NIJ 06 mod # BII).....1020.00

Hi-Lite level IIIA and extra carrier (NIJ 06 mod # KXP IIIA).....1100.00

All sizes, male and female, same price.

Contact me with any questions or comments

Bill Burns
Point Blank Manufacture's Representative

Bill Burns
Manufacturer's Representative
14711 Brighton Place
Mint Hill, NC 28227

Phone: (704) 534-0292
Fax: (954) 414-8126

bburns@pbsinc.com

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION
 DIVISION OF PURCHASE AND CONTRACT
 AGENCY SPECIFIC TERM CONTRACT

Contract Title	Body Armor
Bid (Contract) Number	600359
Effective Dates	04/13/2006 - 05/31/2011
P&C Administrator	Mike Brendle
Phone	919-807-4516
E-Mail	Tmike.brendle@doa.nc.gov
Last Updated	February 17, 2009

Items on Contract

Product Description	Price / UOM	Contractor
Body Armor, Threat Level IIIA, TAC FS Protech TAC FS Model #BIIIA-5.3	\$580.00 Ea	Lawmen's Safety Supply

Contractor(s)

Contractor Information	
Company	Lawmen's Safety Supply
Fed. ID	561540499
Address	3319 Anvil Dr. Raleigh NC 27603
URL	
Contractor Contact	
Name	Dianna Sills
Phone	800-426-3486
E-Mail	dianna@lawmens.com

Will not fit / different type vest

Taxes

Prices shown do not include North Carolina sales or use taxes.

Delivery

The contractor will complete delivery within 30 consecutive calendar days after receipt of purchase order.

Prices listed in this contract include transportation charges to this specific location. If you should require delivery to another location in the state, please contact the vendor to see if there may be any add-on or deduct for your particular location.

FITTINGS: The successful bidder will complete fittings with 15 consecutive calendar days after notification by the using agency.

The State requires the awarded contractor to provide custom fittings for all units purchased through this contract at no additional charge to the State. Each vest must be custom fit and made to measurements. All measurements must be performed by factory authorized/trained personnel. If a manufacturer is bidding direct, a detailed service plan for agency fittings and provisions for customer service must be provided with the bid.

The fit of each custom measured vest must be guaranteed. Bidder agrees to provide alteration or replacement free of charge, until the wearer is satisfied. NOTE: The wearer must request alteration within 2 weeks of issue and not mark on the vest or carrier prior to satisfaction of fit.

Units shall give maximum comfort and safety for males and females. Coverage and design shall adequately address the separate fits for males and females.

Transportation Charges

All goods shall be delivered FOB DESTINATION Raleigh, NC. Prices herein include shipping.

Note: All shipments should be inspected for damage immediately upon receipt.

WARRANTY:

The product(s) offered and supplied are warranted to be free of all defects for materials and workmanship. Bidder agrees to replace all products returned and defective, free of all charges for labor, materials, and transportation cost to the State.

Carrier shall be warranted for a minimum of 1 year.

Ballistic panels shall be warranted for 5 years from date of receipt.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 7, 2010

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

SUBJECT: Request for Amendment to Stewart Engineering, Inc.'s Contract with Union County.

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

ATTACHMENT(S):

INFORMATION CONTACT:

Bill Whitley, Interim Director

TELEPHONE NUMBERS:

704-363-3919

DEPARTMENT'S RECOMMENDED ACTION: Request that the contract with Stewart Engineering Inc. be amended to: (1) pay for services received to date and (2) add an additional service request to subject firm's contract to complete, submit, and gain acceptance of an approved Letter of Map Revision (LOMR) from FEMA. If this amendment request is approved by the BOCC, I would request that the County Manager be authorized to execute the contract amendment after proper legal review.

BACKGROUND: At the May 18, 2009 BOCC's Meeting, it was approved to terminate the agreement with Stewart Engineering, Inc. as the County's Engineer for the Jesse Helms Park Entrance Bridge Project. The County delayed termination of their services until actual construction began to ensure that the design services that were received (and paid for) met all code and other applicable requirements. At this time, the bridge is well underway and the construction plans have been approved. There is a outstanding payment of \$3,484.67 for services received to date.

Once the bridge is constructed, a Letter of Map Revision (LOMR) is required to be submitted to FEMA. Since Stewart Engineering completed the initial calculations for the bridge, it is cost effective for Union County to contract their services in completing the Letter of Map Revision. Their proposal for completing and submitting the required LOMR is \$17,300.

Based on this information I would request that the Board of County Commissioners authorize that the contract with Stewart Engineering be amended to include: (1) Payment of \$3,484.67 for services received to date, and (2) agreement to pay \$17,300 for the submittal and acceptance of a LOMR from FEMA once the bridge is constructed as per their proposal. Total charges of the

UNION COUNTY - CONTRACT CONTROL SHEET

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

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

A-2580

Party/Vendor Name: Stewart Engineering, Inc.

Party/Vendor Contact Person: Michael E. Krannitz Contact Phone: 919.866.4748

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

Address: 421 Fayetteville Street, Suite 400 City: Raleigh State: NC Zip: 27601

Department: Parks and Recreation Amount: \$20,784.67

Purpose: Amendment to contract to include Letter of Map Revision (LOMR)

Budget Code(s)(put comma between multiple codes): 40561374-5580-PR041

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: 8/26/10

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: 9/7/10

Clerk to confirm authorization given _____

Use Standard Template **RISK MANAGEMENT**

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

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

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

Risk Manager's Signature: [Signature] Date: 8/26/10

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: _____



July 12, 2010
Revised August 18, 2010

Mr. Bill Whitley
Union County Parks and Recreation
5213 Harkey Road
Waxhaw, NC 28173

**RE: Jesse Helms Park: Phase I
Lynches Creek Bridge Crossing
Proposal for Engineering services related to LOMR-Revision 1**

Stewart Engineering, Inc. is pleased to submit this proposal for engineering services on the above referenced project.

SECTION 1: EXECUTIVE SUMMARY

We understand the project to consist of submittal to FEMA for the LOMR (Letter of Map Revision) based on the as-built conditions of the new Jesse Helms Park Entrance Bridge. This proposal includes as-built survey of the bridge, preparation of calculations and reports for LOMR, and submittal to FEMA of findings.

SECTION 2: PRICE AND SCHEDULE

LOMR Calculations and Submittal- Civil / Site scope includes the following **(\$8,800)**;

- o Prepare HEC- RAS model using model previously completed during the preparation and submittal of the CLOMR.
- o Input survey data obtained in task 2 below.
- o Assemble USGS and FEMA data, update HEC-RAS model, and prepare LOMR paperwork for submittal to FEMA.
- o Respond to comments as necessary from FEMA

As-built Survey for LOMR **(\$2,500)**;

- o Locate and provide CAD files of as-built conditions of the Jesse Helms Park Entrance Bridge Crossing including arch, retaining walls, toe of slopes, and top of roadway with spot shots appropriate to provide contours.
- o Survey limits will be up to 500 year flood line and will include only the new constructed elements within the original project limits.
- o Survey scope does not include the bio-retention grassed cell, since this is outside of the 500 year flood.

Reimbursable Expenses **(\$6000, NTE)**;

Reimbursable Expenses shall include:

- o LOMR submittal fee in the amount of \$5,000.
- o Printing costs and reimbursables as listed in the Standard Hourly Rates - NTE \$1,000.

Our assumptions in determining our Civil/Site engineering fees are as follows:



- The as-built conditions of the bridge as such that the results of the previously approved CLOMR remain valid.

Our fee for this project is **\$17,300**
See Attached Standard Hourly Rates

We will be pleased to execute a formal contract or this document may serve as a Owner - Consulting Engineers Agreement. Included in the agreement are the standard Hourly Rate Schedule (to be used if additional services are required), Additional Services and Conditions of the Agreement. Please execute and return a copy of the Agreement to this office.

Do not hesitate to contact us if you have any questions regarding our proposal. Please give us the opportunity to clarify any assumptions or to revise the estimate if it appears that we have misunderstood some portion of the scope of services.

We are pleased to have the opportunity to provide these structural engineering services to your firm. Please let me know if you have any questions.

Respectfully submitted:
STEWART ENGINEERING, INC.

Approved by:
Union County Parks & Recreation

John T. Jenkins II, PE
Vice President
Land Development Department Manager

Date

Encl.



2010 STANDARD HOURLY RATES

CLASSIFICATION	BILLABLE RATE
Managing Principal	\$185/hour
Principal	\$150/hour
Project Manager	\$125/hour
Professional Engineer	\$110/hour
Engineering Intern	\$85/hour
Senior Landscape Architect	\$110/hour
Project Landscape Architect	\$95/hour
Landscape Designer	\$80/hour
Senior Planner	\$110/hour
Construction Administration Manager	\$95/hour
Construction Administrator	\$75/hour
Technician II	\$80/hour
Technician I	\$65/hour
Administration	\$50/hour
SURVEYING	
Survey Manager	\$125/hour
Project Manager	\$110/hour
Project Surveyor	\$95/hour
Surveyor Intern	\$85/hour
Survey Office Tech III	\$75/hour
Survey Office Tech II	\$65/hour
Survey Office Tech I	\$55/hour
Survey Party Chief II	\$75/hour
Survey Party Chief I	\$65/hour
Survey Field Tech II	\$55/hour
Survey Field Tech I	\$45/hour
Survey Field Crew - 1 Person	\$100/hour
Survey Field Crew - 2 Person	\$120/hour
Survey Field Crew - 3 Person	\$140/hour
REIMBURSABLES	
Plotted Base Paper	\$5.00/sheet
Plotted Base Vellum	\$7.50/sheet
Plotted Base Mylars	\$14.00/sheet
Plotter Base Paper (Colored)	\$10.00/Sq. foot
Blue Prints	\$1.50/sheet
Photocopies (8 ½ x 11)	\$.08/sheet
Photocopies (11 x 17)	\$.15/sheet
Mileage	\$.505/mile
Telephone/Courier	As Incurred
Double Sided Photocopies	\$.15/sheet
Color Copies (8 ½ x 11)	\$1.00/sheet
Card Stock	\$.15/sheet
Fax (Local)	\$.50/sheet
Fax (Long Distance)	\$.75/sheet

Issued 01/09

STEWART ENGINEERING, INC.

Conditions of the Agreement

Stewart Engineering, Inc. (Stewart) & Union County Parks & Recreation (CLIENT)

1.0 Payments on Account

1.1 Invoices for Stewart services shall be submitted, at Stewart's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered Past Due if not paid within 30 days after the invoice date.

1.2 Any inquiry or questions concerning the substance or content of an invoice shall be made to Stewart in writing within 10 days of receipt of the invoice. A failure to notify Stewart within this period shall constitute an acknowledgment that the service has been provided and is correct.

2.0 Late Payments

2.1 A service charge will be charged at the rate of 1.5% (18% annual percentage rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

2.2 In the event that any portion of an account remains unpaid 30 days after billing, Stewart may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of all services.

3.0 Insurance

3.1 Stewart shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance to protect Stewart from claims for negligence, bodily injury, death or property damage which may arise out of the performance of Stewart's services under this Agreement, and from claims under the Worker's Compensation Acts. Stewart shall, if requested in writing, issue certificate confirming such insurance to the CLIENT.

4.0 Indemnifications

4.1 The CLIENT shall indemnify and hold harmless Stewart and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omissions by the CLIENT in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.

4.2 Stewart shall indemnify and hold harmless the CLIENT and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omissions by Stewart in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.

5.0 Risk Allocation

5.1 In recognition of the relative risks, rewards and benefits of the Project to both the CLIENT and Stewart, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, Stewart's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of \$250,000. Such causes include, but are not limited to, Stewart's

negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

6.0 Reuse of Documents

6.1 All documents including calculations, computer files, drawings, and specifications prepared by Stewart pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this project. They are and shall remain the property of Stewart. Any reuse without written approval or adaptation by Stewart is prohibited.

7.0 Opinion of Probable Construction Costs

7.1 Stewart's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. Stewart cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

8.0 Mediation

8.1 The parties hereby agree that, they shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the construction industry mediation rules of the American Arbitration Association. Once a dispute or claim has arisen between the parties, mediation shall be conducted as soon as practicable. Either party may request mediation to any claims or disputes, at any time, by serving the other party with a written request for mediation setting forth the claim(s) or dispute(s) that are to be the subject of the mediation. The parties shall share any mediator fees and any filing fees equally. In addition, any agreement reached in mediation shall be enforceable as a binding settlement agreement in any court having jurisdiction over such agreement.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 7, 2010

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

SUBJECT: Contract Award - Grant Administration Services for Energy Efficiency and Conservation Block Grant

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

ATTACHMENT(S):

INFORMATION CONTACT:
Barry Wyatt

TELEPHONE NUMBERS:
704-283-3868

DEPARTMENT'S RECOMMENDED ACTION: Award contract for grant administration services to Centralina Council of Governments and authorize the Interim Manager to approve contract subject to legal review.

BACKGROUND: In September of last year the Board approved the Energy Efficiency and Conservation Strategy as required by the Department of Energy (DOE) in the application process. The Strategy was submitted to the DOE and the County received final grant approval in late March of this year.

Subsequent to final grant approval, staff determined that adequate resources were not available in house and a Request for Proposals (RFP) was developed for grant administration services. In late July, the RFP was advertised locally, on the County's website, and on the State of North Carolina Purchase and Contract Interactive Purchasing System.

On August 5, we received two proposals, one from COG in the amount of \$69,370 and one from The Ferguson Group in an amount not to exceed the allowable administrative costs of \$70,000. Wes Baker, David Cannon, Courtney Ritchie and Barry Wyatt evaluated the proposals and recommend the contract be awarded to COG based on average evaluation scores of 50 and 41 out of 60 possible points for COG and The Ferguson Group respectively.

FINANCIAL IMPACT: Funding for grant administration services up to \$70,000 are 100% reimbursable from the total grant of \$751,800.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 7, 2010

Action Agenda Item No. 4/4a(1)(2)
(Central Admin. use only)

SUBJECT: Late Elderly/ Disabled Exemption Applications

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

ATTACHMENT(S): Tax Office Summary of Recommendations for Untimely Applications

INFORMATION CONTACT: John Petoskey

TELEPHONE NUMBERS:
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Approve said applications

BACKGROUND: The tax office has received two late applications for Elderly exclusions that are summarized on the attached form. North Carolina Tax Law contain provisions for the Board of County Commissioners to consider late applications for just cause after the Board of Equalization and Review has adjourned. The Board of Equalization and Review has customarily approved such applications while it was in session.

FINANCIAL IMPACT: Negligible impact due the small volume (2)

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

BOCC - Tax Office Staff Recommendations for Elderly/Disability Exclusion Applications 8/24/2010

Elderly Exclusions

ITEM #	PARCEL #	EXCLUSION INFO	OWNER	REASONS
1	05-115-002C	Total Market Value = \$74,320 Exclusion Value = \$36,080 Total Taxable Value = \$38,240	Spake, Richard P.	The Assessment Data Staff recommends approval for the untimely filing of a 2010 Elderly/Disability Exclusion application. Per a conversation with Mr. Spake: he has been trying to get his disability rating information from the VA but was unsuccessful. He did not realize that he would qualify for the Elderly/Disability Exclusion program. The complete application and required income information was filed on August 9, 2010 (deadline was June 1, 2010). Pending his AV-9A (certification of disability form) is submitted prior to the end of the 2010 calendar year.
2	07-153-002B	Total Market Value = \$176,570 Exclusion Value = \$74,040 Total Taxable Value= \$102,530	Kilgo, James W. & Wf. Myrtle A.	The Assessment Data Staff recommends approval for the untimely filing of a 2010 Elderly/Disability Exclusion application. Per a conversation with Mr. and Mrs. Kilgo: they were unaware that the exclusion program existed until a friend told them. When they were made aware of the program, they set-up an appointment to meet with the exemption coordinator in our office to file their application. The complete application and required documentation was filed on August 6, 2010 (deadline was June 1, 2010). All other qualifications were met.



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
4/4b
MEETING DATE 9-7-10

MEMORANDUM

TO: The Board of County Commissioners
FROM: John C. Petoskey
Tax Administrator
DATE: August 27, 2010
RE: **Third** Motor Vehicle Billing

I hereby certify the **Third** Motor Vehicle Billing Motor Vehicle Valuation under the staggered program as required by N.C.G.S.105-330. Attached hereto is a list of the values, rates and taxes for each taxing unit.

JCP: jw

DATE: 8/27/10

LEVY TOTALS BY REVENUE UNIT-SUMMARY
8/28/2010 THROUGH 8/28/2010

PAGE 1
PROG# BL2140

REVENUE UNIT DESCRIPTION	CODE	PRINCIPAL TAXES	ASSESSMENTS	LATE LIST PENALTIES	REVENUE UNIT TOTAL	ASV	EXEMPT
UNION COUNTY	001	884,415.96			884,415.96	133,429,076	433,839.00
VILLAGE OF MARVIN	101	1,702.07			1,702.07	3,403,034	
CITY OF MONROE	200	78,830.42	10,905.00		89,735.42	16,157,823	232,660.00
MONROE DOWNTOWN SERVICE	222	183.38			183.38	91,690	
TOWN OF WINGATE	300	4,220.38			4,220.38	1,188,439	106,305.00
TOWN OF MARSHVILLE	400	3,677.82			3,677.82	967,844	
TOWN OF WAXHAW	500	19,895.05			19,895.05	5,851,519	
TOWN OF INDIAN TRAIL	600	29,981.05			29,981.05	20,679,221	
TOWN OF STALLINGS	700	21,888.41			21,888.41	10,180,452	
TOWN OF WEDDINGTON	800	2,850.34			2,850.34	9,502,998	2,200.00
VILLAGE OF LAKE PARK	900	4,507.65			4,507.65	1,959,783	
TOWN OF FAIRVIEW	930	279.97			279.97	1,856,900	3,460.00
TOWN OF HEMBY BRIDGE	950	109.32			109.32	436,877	
VILLAGE OF WESLEY CHAPEL	970	787.39			787.39	4,776,807	5,182.00
TOWN OF UNIONVILLE	980	812.13			812.13	4,059,745	
TOWN OF MINERAL SPRINGS	990	409.77			409.77	1,638,009	
SPRINGS FIRE TAX	015	2,366.50			2,366.50	7,747,873	13,780.00
STALLINGS FIRE TAX	020	5,812.04			5,812.04	14,315,741	
HEMBY BRIDGE FIRE TAX	023	7,297.67			7,297.67	14,804,270	1,640.00
WESLEY CHAPEL FIRE TAX	026	5,207.35			5,207.35	27,266,520	7,382.00
WAXHAW FIRE TAX	028	2,388.88			2,388.88	9,645,392	12,052.00
COUNTY SCHOOLS	999	4.84			4.84	340,734	333,828.00
*** TOTALS ***		1,077,628.39	10,905.00		1,088,533.39	290,300,747	1,152,328.00

*** NORMAL END OF JOB ***

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 9/7/2010

Action Agenda Item No. 415
(Central Admin. use only)

SUBJECT: Union County Group Home Van Purchase

DEPARTMENT: Union County DSS

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:
D. Dontate Latson

TELEPHONE NUMBERS:

704-296-4301

DEPARTMENT'S RECOMMENDED ACTION: Authorize the purchase of a 15 passenger van for the Union County Group Home.

BACKGROUND: Union County Group Home for Children is under the administrative oversight of the Union County Department of Social Services. We are licensed to provide care for up to 9 children and have 3 full time staff. The group home houses children that are in foster care and in the custody of the Union County Department of Social Services.

The current group home van has approximately 164,000 miles on it. The Union County Fleet Manager at the County Garage recommended replacing the van due to its poor condition, which creates a safety issue if the van would break down during travel or if there was a medical emergency. The water pump needs to be replaced (2nd time), and the vehicle uses 2 quarts of oil per week. The Garage says that it does not make sense to rebuild the engine considering the age and overall condition of the vehicle. Some of the children at the home have behavioral problems that can lead to risky or aggressive behaviors that can lead to violent outburst.

Therefore, it is critical to have reliable transportation for these children and staff. The Van has been removed from service and presently, we are unable to take new referrals of children at the Group Home because of inadequate transportation, which results in reduced revenues for the County.

FINANCIAL IMPACT: County dollars (money moved from other budget line items)

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



**Union County
Request for Informal Bids**

**Fifteen Passenger Van
Bid # 2011-012**

August 23, 2010

SECTION I. GENERAL CONDITIONS

Union County is requesting informal bids for one (1) Fifteen Passenger Van. Union County will accept bids on the most current year model and/ or last years' model year. Any deviation from specifications must be clearly indicated on Section III Bid Form or attached. Costs must include all manufacturer charges including delivery to the Union County Garage, 610 Patton Avenue, Monroe, NC, and is the total invoice cost to Union County excluding taxes.

Bids

Bids must be made in strict conformance using the Request for Bid forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed form shall be without erasures, lineations, or alterations. In accepting the proposal, the County will assume that no alterations have been made, and if they appear afterward, they shall not be binding on the County.

The vendor shall fill in the form as follows:

If the documents are executed by a sole owner, that fact shall be evidenced by the word "owner" appearing after the signature of the person executing the document.

If the documents are executed by a partnership, that fact shall be evidenced by the words "Co-Partner" appearing after the signature of the person executing them.

If a corporation executes the documents, the documents must be executed in the corporate name by the president or vice-president of the corporation and the corporate seal must be affixed and attested by the secretary or assistant secretary.

All names and titles must be typed or printed below the signatures.

Application of North Carolina General Statutes

The General Statutes of North Carolina regarding purchasing and competitive bidding (G.S. § 143-129) are made a part herein and will govern the bidding process.

Addenda

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. The bidder on the bid form shall acknowledge receipt of Addenda.

Award of Contract(s)

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter proposals. If the contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation by the County

indicates that the award will be in the best interest of County. The County shall have a period of 60 days after opening of bids in which to award the contract.

Delivery Charges

FOB destination. The vendor to whom the contract is awarded shall be responsible for the cost of delivery for one (1) Fifteen Passenger Van from manufacturer to 610 Patton Avenue, Monroe, NC.

RFB Expenses

Expenses for developing the bids are entirely the responsibility of the vendor and shall not be chargeable in any way to the County.

Modification or Withdrawal of Bids

Bids may be withdrawn at any time prior to opening. All other withdrawals must be in accordance with the North Carolina General Statutes. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by the County prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Fifteen Passenger Van Bid #2011-012." Oral or telephone modifications or corrections will not be recognized or considered.

Right of Cancellation

Any contract agreement entered into with the County that requires ongoing payments after the end of the fiscal year in which the equipment is purchased is cancelable by the County in the event that continuing funds are not appropriated.

Vendor Declaration

The vendor must state that the bid was made without connection with any other person, company, or parties making a similar bid and that it is in all respects fair and in good faith without collusion and fraud.

Disputes

In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the County shall be final and binding upon both parties.

Bid Property of the County

All bids submitted in response to this document become the property of Union County. Supporting technical manuals shall be returned at the request of the vendor. Bid proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County.

Response to the RFB

The vendor shall complete the enclosed Bid Form. Vendor shall exclude from the bid amount applicable North Carolina sales tax.

New Vehicle Preparation

Successful bidder must provide complete service to vehicles prior to delivery, which includes:

1. Complete lubrication.
2. Checking all fluid levels to insure they are filled to manufacturer's recommended capacity. (Crankcase, differential, battery, radiator, power steering, transmission, etc.)
3. A minimum of five (5) gallons of gasoline at time of delivery.
4. Adjustment of engine to proper operating condition.
5. Inflating tires to correct pressure.
6. Careful checks to insure perfect operation of all mechanical and electrical features.
7. Careful check to insure there are no appearance defects.
8. Thorough cleaning, and washing if necessary, of all vehicles and removal of all unnecessary tags, stickers, paper, etc.
9. A State of North Carolina Motor Vehicles Inspection sticker **PRIOR TO DELIVERY TO UC GARAGE.**
10. A Certificate of Origin is to be furnished to the owner upon delivery made out to Union County.
11. All vehicles, unless otherwise specified, must be furnished with four (4) sets of keys with knockouts removed.
12. Front license plate bracket, furnished and installed.
13. 30-day North Carolina temporary tag.

Bids will be received until 2:00 PM, Thursday, September 2, 2010 at the office of the Union County General Services Department, Purchasing Division, Suite 8, 500 North Main Street, Monroe, North Carolina 28112, at which time and place they will be publicly opened. Bids received after the stated time will not be considered. All bids must be clearly marked "Fifteen Passenger Van Bid #2011-012." Union County reserves the right to reject any or all bids or to select the bid, which in its opinion, is in the best interest of the County. **Email or Fax bids are acceptable.**

Any questions concerning this bid should be directed to Nicole Hatch at nicolehatch@co.union.nc.us.

SECTION II: SPECIFICATIONS

Fifteen Passenger Van

*****Please note this purchase is time sensitive. We would like to purchase off the lot and realize all vehicles may not comply with the specifications listed below. Vehicles that do not comply may still be considered.**

Specifications	Comply	Not Comply List Difference
1. Passenger wagon, rear wheel drive, finished interior		
2. Number of doors: 6 (two front, two right-side hinged, two rear hinged)		
3. Wheelbase: 138"		
4. GVWR: 9,100lbs		
5. Drive wheels: rear		
6. Passenger capacity as furnished: 15 passenger		
7. Engine type: gasoline, 8-cylinder, EFI		
8. Engine size: 5.4L		
9. Power steering		
10. Transmission: automatic		
11. All mfr's standard equipment		
12. Power outlet, 12 volt		
13. Brakes: 4-wheel ABS		
14. Tires: mfr's standard-LT245/75R16E		
15. Driver and passenger airbags		
16. Radio: mfr's standard AM/FM		
17. Floor covering: mfr's standard		
18. Cruise control, power door locks, tilt steering wheel, and delay wipers		
19. Left & right exterior mirrors		
20. Heater and Air Conditioning - factory installed		
21. Full size spare tire and wheel sufficient for GVWR, include jack		
22. Color - manufacturer's standard white		
23. Four (4) sets of keys		

SECTION III.

**BID FORM
FIFTEEN PASSENGER VAN Bid # 2011-012**

Current Model Year			
15 Passenger Van	Make	Model	Price
Alternate Bid – Last Years' Model			
15 Passenger Van	Make	Model	Price

Estimated Delivery Date _____

It is certified that this proposal is made in good faith and without collusion with any other bidder or officer or employee of Union County.

ATTEST

Dealer Name	
Contact Name	
Title	
Address	
Phone Number	
Cell Number	
Fax Number	
Email	
Date	
Signature	

Bid Tabulation for Bid #2011-012 Fifteen Passenger Van -DSS 9/2/10

Vendor	Year	Make	Model	Price
Dale Jarrett Ford	2011	Ford	E350	\$ 23,859.46
Hendrick Chevrolet	2011	Chevrolet	CG33706	\$ 28,985.00
Hendrick Chevrolet	2010	Chevrolet	CG33706	\$ 28,765.00
Capital Ford	2011	Ford	E350	\$ 22,800.00
Ilderton	2010	Ford	E350	\$ 24,183.00
Bobby Murray Chevrolet	2011	Chevrolet	Express	\$ 27,853.00

Awarded to Capital Ford -
Available immediately for
delivery

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 7, 2010

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

4/7

SUBJECT: FY 2011 UCPS Regular Capital Outlay

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
CPO #135
FY 2011 Adopted Budget
FY 2011 Budget Ordinance
UCPS Capital Project List

INFORMATION CONTACT:
David Cannon

TELEPHONE NUMBERS:
704-283-3631

DEPARTMENT'S RECOMMENDED ACTION: Adopt Capital Project Ordinance #135

BACKGROUND: The FY2011 Adopted Budget contained \$1,303,552 in "pay-go" regular capital outlay for the UCPS. Due to the timing of several of the projects, historically the funds are expended over more than one fiscal year. In order to allow for the use of those capital funds, the County transfers these funds to a multi-year capital projects fund. This action authorizes the transfer of funds from the County General Fund and appropriates the funds in multi-year capital projects fund. The Budget Ordinance also requires a project list from UCPS prior to the use of these funds. UCPS has provided the list of projects and is requesting the use of the FY2011 regular capital outlay funds.

FINANCIAL IMPACT: The requested action is in conformance with the approved FY 2011 Budget Ordinance.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET General Capital Project Ordinance Fund REQUESTED BY Dave Cannon
 FISCAL YEAR FY 2010-11 DATE September 7, 2010

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT From General Fund	-	1,303,552	1,303,552

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
FY2011 School Capital Outlay	-	1,303,552	1,303,552

-	<u>1,303,552</u>	<u>1,303,552</u>	-	<u>1,303,552</u>	<u>1,303,552</u>
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EXPLANATION: To establish CPO for FY2011 School Capital Outlay Allocation. The capital outlay appropriation is allocated by project pursuant to 115C-429b within Category I. Category II and Category III appropriations are allocated at the purpose level. At the completion of this capital project, this Capital Project Ordinance will be closed.

DATE: _____

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

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT From General Fund 41459200-4010-S06	-	1,303,552	1,303,552

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
FY2010 School Capital Outlay 41559200-5630-S06	-	1,303,552	1,303,552

-	<u>1,303,552</u>	<u>1,303,552</u>	-	<u>1,303,552</u>	<u>1,303,552</u>
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Prepared By dhc
 Posted By _____
 Date _____

Number CPO - 135

SECTION I. GENERAL FUND

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

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

SECTION VIII. SCHOOL BOND FUND-55 CAPITAL PROJECT ORDINANCE FUND

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

Capital Projects	<u>4,696,448</u>	Fund Revenues	<u>4,696,448</u>
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- B.** The appropriations identified as Section I A. General Fund - School Capital in the amount of \$1,303,552 shall be allocated to UCPS based on 115C-429(b) Category I (projects) and Category II (entire category) and Category III (entire category). Prior to expending these funds, UCPS shall provide the County with a project list detailing Category I, II and III projects. Additionally, Category I and Category II capital outlay appropriations reflected in the UCPS capital outlay fund pursuant to 115C-426 that are not capitalized pursuant to governmental generally accepted accounting principles will be charged to School Current Expense with a budget transfer from School Capital Outlay. Union County Finance Director is hereby provided the authority to make said budget transfers.

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

General Fund - County-wide Rate .6650

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

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

SECTION X. GENERAL CAPITAL PROJECT ORDINANCE FUND

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

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

**Union County Public Schools Capital Outlay Budget
as of 7/1/10**

	FY2011		FY2010		TOTAL
	BOND - I or III	CATEGORY	RCO - I, II, III	CATEGORY	EXPENDITURES
TECHNOLOGY/INFRASTRUCTURE/EQUIPMENT			\$ 1,205,552	II	\$ 1,205,552
FURNITURE/EQUIPMENT			\$ 98,000	II	\$ 98,000
MAINTENANCE/CLASSROOMS/RENOVATIONS/MOBILES					
Distance Learning Lab	\$ 299,448	II			\$ 299,448
SVHS-HVAC	150,000	I			150,000
WXES-Security Doors/Access Controls	45,000	I			45,000
WUES-DDC Controls	160,000	I			160,000
South Providence-Plumbing renovations	40,000	I			40,000
ITES-Renovations	115,000	I			115,000
BHES-Renovations	665,000	I			665,000
WCES-Renovations	225,000	I			225,000
SVMS-Fire/Security	35,000	I			35,000
WBEC-HVAC	400,000	I			400,000
PHS-Renovations	150,000	I			150,000
PMS-Fire/Security	35,000	I			35,000
SHES-Renovations	100,000	I			100,000
Maintenance Vehicles	200,000	III			200,000
Various Schools-Paving/Curbs/Grading/Sidewalks/Landscaping	200,000	I			200,000
Various Schools-Roofing	1,000,000	I			1,000,000
Maintenance Capital Outlay-Misc Projects (greater than \$5,000)	95,000	I			95,000
BOND ADMINISTRATION	\$ 180,000				180,000
TRANSPORTATION					
School Buses and related transporation equipment	\$ 602,000	III			\$ 602,000
	\$ 4,696,448		\$ 1,303,552		\$ 6,000,000

Note: Above estimates subject to change based on needs and bid market and will be adjusted as needed per G.S. 115C-433.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 7, 2010

Action Agenda Item No. 4/8

(Central Admin. use only)

SUBJECT: Amendment to Indemnification Resolution

DEPARTMENT: Legal

PUBLIC HEARING: No

ATTACHMENT(S):
Draft Amendment

INFORMATION CONTACT:
Jeff Crook

TELEPHONE NUMBERS:

704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Adopt Amendment (if deemed consistent with Board's directive of August 16, 2010)

BACKGROUND: As directed by the Board during its meeting of August 16, the Staff Attorney has prepared an amendment to the Board's Resolution ... Relating to Defense of County Officers and Employees that would enable reimbursement of legal expenses to current and former commissioners, provided that the following conditions are satisfied: (i) the Board initiates a formal investigation; (ii) the investigation could result in a finding of criminal conduct; (iii) the investigation actually results in a finding of no ethical or criminal violations; (iv) the commissioner seeking reimbursement apprises the County Manager in advance of his/her intent to engage counsel and identifies the attorneys engaged; and (v) the total amount of attorneys' fees reimbursed is less than the amount expended by the County to engage an investigator. Because of conditions specific to its effective date, the amendment would enable reimbursement to current and former commissioners investigated prior to adoption, provided that all conditions except prior notice have been satisfied.

Approval of the Consent Agenda shall constitute adoption of this amendment to the resolution.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:

AMENDMENT TO
THE RESOLUTION OF THE UNION COUNTY BOARD OF COMMISSIONERS
RELATING TO DEFENSE OF COUNTY OFFICERS AND EMPLOYEES

The Resolution of the Union County Board of Commissioners Relating to Defense of County Officers and Employees is hereby amended as set forth below:

1. Add a new Section XI to read as follows:

It shall be the policy of Union County to reimburse attorneys' fees to current and former members of the Board of Commissioners who are the subject of an ethics investigation, provided that all of the following conditions have been satisfied:

- A. The Board of Commissioners pursues a formal ethics investigation against one or more of its current or former members;
- B. Such investigation may potentially result in a finding of alleged criminal conduct;
- C. Such investigation actually results in a finding that no ethical or criminal violations occurred;
- D. The commissioner being investigated, prior to engagement of legal counsel, apprises the County Manager of the commissioner's intent to engage such counsel and the name(s) of the attorney(s) to be engaged; and
- E. The total amount of attorneys' fees reimbursed to one or more commissioners in any separate investigation does not exceed the total amount expended by Union County to engage the person or persons conducting such investigation.

Upon being apprised of a commissioner's intent to retain legal counsel, the County Manager shall report such information to the Board of Commissioners. In the event the total amount of attorneys' fees expended by more than one commissioner exceeds the limitation imposed pursuant to Subsection E, the amount available for reimbursement shall be equitably apportioned between or among the commissioners.

2. This amendment shall become effective upon adoption and shall apply to investigations conducted on or after January 1, 2009; provided that the requirement of prior notice of intent to engage counsel shall not apply to those current or former commissioners who were the subject of an investigation on or after January 1, 2009, but prior to the effective date.
3. Except as herein amended, the provisions of the Resolution of the Union County Board of Commissioners Relating to Defense of County Officers and Employees shall remain in full force and effect.

This Amendment is adopted this the 7th day of September, 2010.