

AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
October 18, 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: Operation Reach-Out (*Estimated Time: 5 Minutes)
 - d. Employee Recognition: Service Award Recipients for the Month of October 2010 (*Estimated Time: 5 Minutes)

2. **Informal Comments** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: No action required

3. **Additions, Deletions and/or Adoption of Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Adoption of Agenda

4. **Consent Agenda** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Approve items listed on Consent Agenda

5. **Public Information Officer's Comments** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: No action required

Old Business:

6. **Comprehensive Land Use Plan** (*Estimated Time 15 Minutes)
ACTION REQUESTED: Adopt the revised Comprehensive Land Use Plan.

7. **Jail Expansion Recommendations** (*Estimated Time 10 Minutes)
ACTION REQUESTED: Direction to staff to restart the project; guidance to staff on whether or not to include an E-911/EOC Center; and authorize the County Manager to approve the necessary purchase order or contract amendment, pending legal review.

8. **Definition of Fill** (*Estimated Time 10 Minutes)
ACTION REQUESTED: To consider a proposed amendment to Section 384 of Article XXIV of the Union County Land Use Ordinance (Flood Damage Prevention) to add a definition for the term "Fill".

9. **Permit Extension Legislation** (*Estimated Time 10 Minutes)
ACTION REQUESTED: Direct staff to proceed with the incentive grant agreement
10. **Discussion of Redraft of Water & Sewer Extension Policy** (*Estimated Time 10 Minutes)
ACTION REQUESTED: Receive report.
11. **Perfect Fit Incentive Grant Discussion** (*Estimated Time 10 Minutes)
ACTION REQUESTED: Direct staff to proceed with the incentive grant agreement

New Business:

12. **Property Acquisition by Union County Schools** (*Estimated Time 10 Minutes)
ACTION REQUESTED: The Schools request that the Board provide funds to purchase the property.
13. **Animal Care Committee Creation** (*Estimated Time 10 Minutes)
ACTION REQUESTED: Staff defers to Commissioner Kuehler
14. **Creation of a Library Strategic Plan Steering Committee** (*Estimated Time 10 Minutes)
ACTION REQUESTED: Discussion and consideration of appointment of community members to the Steering Committee.
15. **Discussion of Health Benefits for Commissioners** (*Estimated Time 10 Minutes)
ACTION REQUESTED: Staff defers to Commissioner Baucom.
16. **Discussion of Legal and Ethical Concerns** (*Estimated Time 10 Minutes)
ACTION REQUESTED: Staff defers to Commissioner Baucom.
17. **Announcement of Vacancies on Boards and Committees** (*Estimated Time 10 Minutes)
 - a. Adult Care Home Advisory Committee (at least 5 Vacancies)
 - b. Agricultural Advisory Board (1 Vacancy Expired in June 2010)
 - c. Juvenile Crime Prevention Council:
 1. Substance Abuse Professional
 2. Two Members under the Age of 18
 3. One Member of Business Community
 4. One Member Representing United Way or Other Non-Profit
 5. One Commissioner Appointee
 - d. Nursing Home Advisory Committee (at least 4 vacancies)
 - e. Parks and Recreation Advisory Committee (1 vacancy for a member with physical disability)
 - f. Planning Board (Four vacancies as follows: One unexpired term for Regular member ending 4/20/2011; Two unexpired terms for regular members ending 4/20/2012; and one unexpired term for regular member ending 4/20/2013)
 - g. Library Board of Trustees - 5 Vacancies as follows:
 - 1) Two (2) At-Large Representatives
 - 2) One (1) Vacancy representing the Monroe Region (City of Monroe and Central Union County)
 - 3) Union West Region – Indian Trail, Stallings, Lake Park, Hemby Bridge

- 4) Fairview Region – including Unionville and northwestern Union County
- h. Historic Preservation Committee – (1 Vacancy due to a resignation with the term ending February 2011)

ACTION REQUESTED: Announce vacancies

18. **Appointments to Boards and Committees** (*Estimated Time 5 Minutes)

- a. Criminal Justice Partnership
- b. Adult Care Home Advisory Committee

ACTION REQUESTED: Consider appointments

19. **Interim County Manager's Comments**

20. **Commissioners' Comments**

CONSENT AGENDA
October 18, 2010

1. **Contracts and Purchase Orders Over \$20,000**
 - a. Health Department Memorandum of Agreement with Union County Schools for School Health Services
 - b. Automated Fingerprint Identification System
 - c. Internet Service Provider Agreement: Addendum with Time Warner Cable**ACTION REQUESTED:** Authorize the Interim Manager to approve Items a - c, pending legal review

2. **Minutes**
ACTION REQUESTED: Approval of Minutes

3. **Budget Amendment-Crisis Intervention Program**
ACTION REQUESTED: Approve budget amendment to accept two (2) funding authorizations for a total of \$177,160.00 in additional CIP-LIHEAP funds, and increase the expenditures in the Crisis Intervention Program (CIP) budget expenditures line 10-553160-5399-1509 and the CIP budget revenue line 10-453160-4340-1509 by \$177,160.00.

4. **Catawba River Water Supply Project**
ACTION REQUESTED: Approve entry into a Preliminary Reservation of Stream Restoration Credits and authorize the County Manager to approve Letters of Intent for the same, subject to legal review

5. **Tallwood Sewer Repair**
ACTION REQUESTED: Accept Wingate Excavating as low bidder and authorize County Manager to approve a purchase order in the amount of \$55,305.

6. **Report of Fire Conditions: Volunteer Fire Departments**
ACTION REQUESTED: Certify annual "Reports of Fire Conditions" for 18 volunteer fire departments which includes Appointment by the Board of two Trustees from each department as recommended by the respective fire departments.

7. **Budget Transfer Report for September 2010**
ACTION REQUESTED: Approve report.

INFORMATION ONLY
NO ACTION REQUESTED

1. Lighting Text Amendment Status
2. Department of Inspection's Monthly Report for September 2010



OFFICE OF THE COMMISSIONERS AND MANAGER

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a special meeting on Monday, October 18, 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: 1) to consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3); and 2) to 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: 10/18/2010

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

SUBJECT: Employee Recognition

DEPARTMENT: Personnel

PUBLIC HEARING: Choose one....

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

INFORMATION CONTACT:
Julie Broome

TELEPHONE NUMBERS:
704-283-3803

DEPARTMENT'S RECOMMENDED ACTION:

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

BACKGROUND:

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

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

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Union County Service Award Recipients for the month of October 2010

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

5 YEARS OF SERVICE

CHRISTOPHER BYRUM
KATHRYN APPENZELLER
TRACIA BENARD
SUZANN MILLS
WANDA CLONTZ

DEPARTMENT

SHERIFF'S OFFICE
SOCIAL SERVICES
SOCIAL SERVICES
TAX ASSESSOR
TRANSPORTATION AND NUTRITION

10 YEARS OF SERVICE

MILISSA MEADOR
NEAL GASTON
DANIEL FORTENBERRY

DEPARTMENT

HEALTH
PUBLIC WORKS
SHERIFF'S OFFICE

15 YEARS OF SERVICE

JULIE MOORE
JOHN GORE
KEVIN JAMES
CHRISTOPHER MEDLIN

DEPARTMENT

HEALTH
SHERIFF'S OFFICE
SHERIFF'S OFFICE
SHERIFF'S OFFICE

20 YEARS OF SERVICE

MARY MILTON
WARREN STEPHENS

DEPARTMENT

REGISTER OF DEEDS
SHERIFF'S OFFICE

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/18/2010

Action Agenda Item No. 6
(Central Admin. use only)

SUBJECT: Comprehensive Plan

DEPARTMENT: Planning

PUBLIC HEARING: No

ATTACHMENT(S):
October 13, 2010 Comprehensive
Plan Work Session Presentation

INFORMATION CONTACT:
Richard Black

TELEPHONE NUMBERS:
(704) 292-2580

DEPARTMENT'S RECOMMENDED ACTION: Consider the Comprehensive Plan for adoption.

BACKGROUND: Development of the Comprehensive Plan was initiated in 2006. The Board of Commissioners directed the Planning Department to manage an effort to update the County's 1998 Land Use Plan. Following review by a selection committee comprised of the County Manager, Planning Director, Staff Attorney, Finance Director, Public Works Director, Land Use Administrator, Planning Board Chairman (at that time, Jim King) and Vice Chairman (at that time, Mark DiBiasio), the County hired Clarion Associates, a land use planning and zoning firm, to assist with facilitating the planning process and developing plan materials. The kick-off meeting for the Comprehensive Plan was held at the Planning Board's August 1, 2006, regular meeting. The purpose of this initial meeting was to establish the Planning Board as the Steering Committee and discuss a timeline for developing the Comprehensive Plan. The "Symposium of Ideas," the first of four major community feedback and input sessions, occurred on December 11, 2006, at the Agricultural Center. The purpose of this event was two-fold: (1) to learn about "best practices" that have been successful in other communities; and (2) to discuss how the ideas and lessons from other communities might be relevant to Union County.

After the "Symposium of Ideas," the Comprehensive Plan was put on hold during the text amendment process to reconstitute the Planning Board by increasing the number of regular members from seven to nine and requiring representation on the Board by each of the County's nine townships. The text amendment to reconstitute the Planning Board was adopted on April 2, 2007. The first meeting of the new Planning Board took place on May 1, 2007. At the June 5, 2007, meeting, the Planning Board approved the formation of a Steering Committee comprised of all Planning Board members and community leaders from the County and

municipalities to oversee development of the Plan.

On August 4, 2007, the planning team, in association with three design professionals, hosted a Community Design Workshop to engage the general public in a discussion about the location, pattern, scale, and design of future development in the County. On October 2, 2007, the Steering Committee kicked off its work on the Comprehensive Plan update process with a meeting to identify key issues that the County should address in the Plan. The Steering Committee met on the third Tuesday of each month for over 1-1/2 years on the development of the Plan.

The Steering Committee also held a special meeting on May 20, 2008, at Weddington High School to review possible land use proposals for the unincorporated portion of the County adjacent to the corporate limits of Marvin, Weddington, Wesley Chapel, Mineral Springs, and Waxhaw. The Steering Committee also received presentations from the Towns concerning their land use plans. A second meeting was held on September 16, 2008, at the Agricultural Center to hear from the municipalities in the central and eastern portions of the County on the draft future Land Use Plan. Municipalities represented included Fairview, Wingate, Marshville, Stallings, Indian Trail, and Monroe.

The third public forum was held on February 26, 2008, to receive comments and feedback on the presentation of draft goals and key issues. There was general consensus on goals. The forum participants mostly provided detailed comments on specific strategies. The Board of Commissioners met in a special meeting on September 22, 2008, to receive a briefing on the progress and the interim products related to the Comprehensive Plan.

The fourth public forum was held on September 29, 2008, to receive comments on the future land use maps. Approximately 45 people attended the public forum. Attendees included representatives of the 14 municipalities, citizens, elected officials, members of the business community, steering committee members, and planning staff.

The Steering Committee held its last meeting at 5:00 pm on March 5, 2009, to recommend the Plan and forward it to the Planning Board. The Planning Board met in a special meeting on March 5, 2009, at 7:00 pm to discuss and consider the Comprehensive Plan referred from the Steering Committee. Roger Waldon, consultant with Clarion Associates, presented the Comprehensive Plan with the changes to be made to the Plan as discussed with the Steering Committee. The Planning Board, by a unanimous vote of 8 to 0, recommended approval and transmitted the Plan to the Board of Commissioners for consideration.

On March 16, 2009, a text amendment to reconstitute the Planning Board by reducing the number of regular members from nine to seven, changing the appointment by townships to at large, and adding completion of a conflict of interest form by all applicants was approved by the Board of Commissioners. The reconstituted Planning Board held its meeting on May 5, 2009. At its May 18, 2009, meeting, the Board of Commissioners discussed the scheduling of a joint workshop with the new Planning Board to review and offer comments on the Comprehensive Plan prior to adoption. The Board of Commissioners decided unanimously to refer the Comprehensive Plan to the new Planning Board and allow the Planning Board an opportunity to review and make recommendations to the Commissioners prior to scheduling a work session. The Planning Board met on July 7, 2009, and voted 6 to 0 to schedule a Comprehensive Plan review meeting on the fourth Monday of each month at 7:00 pm in the Personnel Training Room.

The Planning Board held its first meeting on July 27, 2009, to review, discuss, and comment on the draft Comprehensive Plan. The Planning Board met every month except for December and completed its detailed review process on September 7, 2010. The Planning Board, by a vote of 4 to 3, recommended the enclosed Comprehensive Plan entitled "Board of County Commissioners Review Draft September 2010" for approval and transmitted the document to the Board of Commissioners for consideration.

The Board of County Commissioners held a work session on October 13, 2010 to review and discuss the specifics of the proposed Plan. Staff gave a presentation outlining the purpose of the plan, the planning process to develop the plan, and major differences between the 2009 Draft Plan and the 2010 Draft Plan. The majority of the work session discussion concerned the differences in the Future Land Use Plans and the additional goals and policies related to community appearance, citizen involvement, and neighborhood development. See the attached work session presentation for more details.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



Union County, North Carolina

2025 Comprehensive Plan



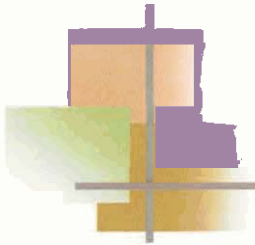
OUTLINE

- Board of Commissioners Directions
- Purpose of Plan
- Plan Addresses 3 Main Questions
- Plan Organization
- Planning Process Community Feedback & Input
- Main Objectives of Proposed Land Use Strategy
- Proposed Land Use Plan (Clarion)
- Priority Implementation Actions
- Land Use Plan Recommended Changes
- Additional Zoning and Subdivision Amendments
- Additional Goals, Policies, and Strategies
- Major Differences

Board of Commissioners

Directions

- May 18, 2009 referred April 2009 Draft back to the “new” Planning Board for review and recommendations prior to workshop
- November 2, 2009 referred development policies and vision statements from NC counties to the Planning Board for review and consideration
- May 17, 2010 create one copy of the Draft Comprehensive Plan with Planning Board comments redlined for Board of Commissioners’ workshop



Purpose of Plan

Provides a future vision of the County

Provides policies by which land use, transportation, water/sewer, and other development decisions are made

Provides direction to land developers and homeowners on future development

- Guides the financial decisions of the County to affectively serve the greater public good
- Enables the Board of Commissioners and other Boards to make fair and consistent decisions on projects and policies



Plan Addresses 3 Main Questions

- What is the status of the County right now
- What are the goals of the County in the future
- What needs to happen to achieve those goals



Plan Organization

- Chapters 1 and 2 provide an overview of the Plan and highlight key statistical information
- Chapters 3-5 have been the main focus of discussion and present the key principles and strategies to use in decision-making
- Appendix A compiles demographic, real estate market, transportation, and public facilities data into one summary chapter
Appendix B organizes the key issues of the community in major themes and is the background information for the goals, policies, and strategies chapters
- Appendix C provides full page versions of the maps located throughout the Plan



Planning Process Community Feedback & Input

- Symposium of Ideas (December 11, 2006)
- Public Design Workshop (August 4, 2007)
- Key Community Issues Forum (February 26, 2008)
- Board of Commissioners Briefing (September 22, 2009)
- Future Land Use Forum (September 29, 2008)
- Planning Board 17 Work Sessions (October 2, 2007 – March 5, 2009)
- Board of Commissioners Referred Plan Back to Planning Board (May 18, 2009)
- Planning Board 13 Work Sessions (July 27, 2009 – August 23, 2010)



Main Objectives of the Proposed Land Use Strategy

- Preservation of Outlying Rural Areas to Preserve Character and Prevent Sprawl
 - Coordination and Collaboration between the County and its Municipalities to Plan for Future Growth
- Identification of Opportunity Areas Emerging as New Roads and Water/Sewer Are Planned
- Identification of Areas Appropriate for Non-Residential Development to Provide for More Balanced Land Use in the Future



Proposed Land Use Plan (Clarion)

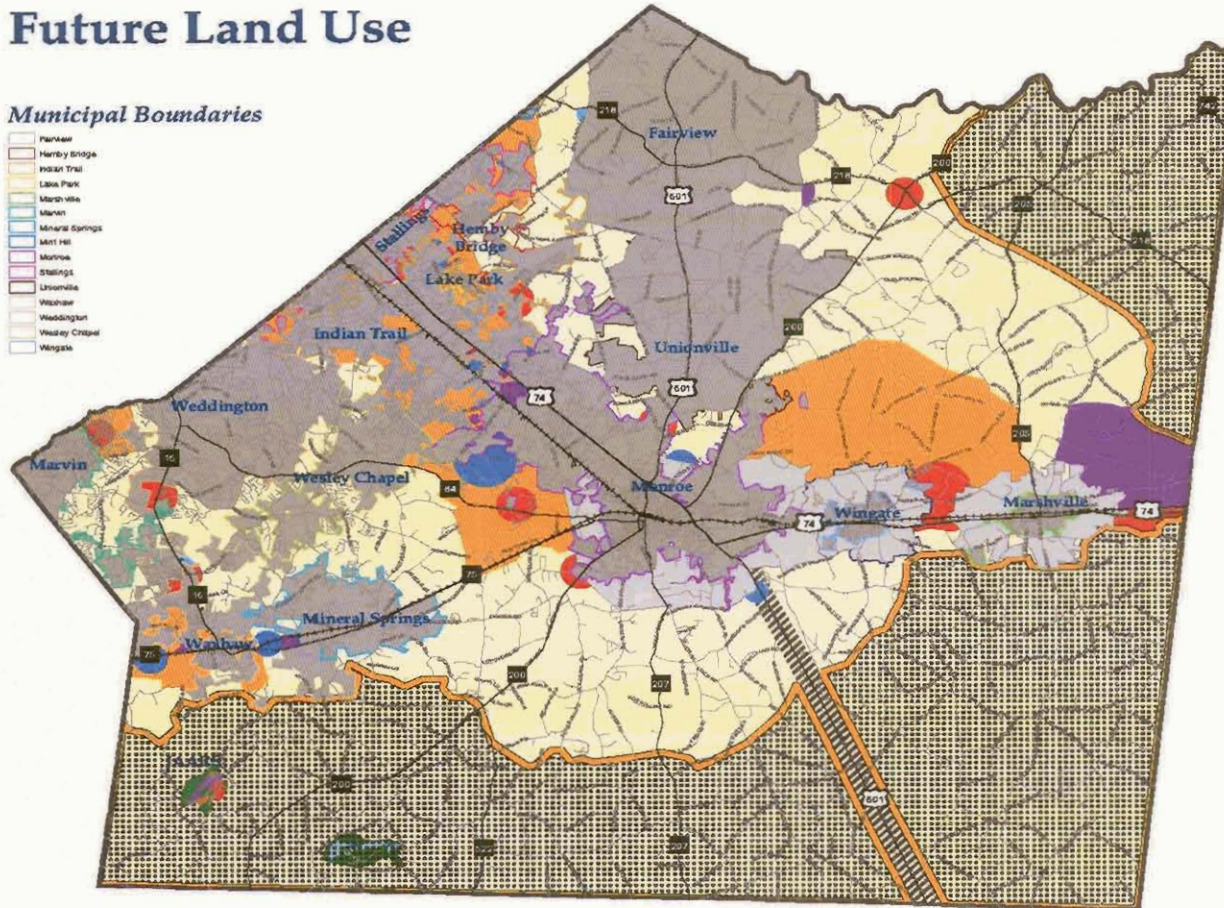
- Establish Rural Conservation Area to Preserve Outlying Rural Areas
- Coordinate Residential Densities with Municipal Plans: Low-Density adjacent to Marvin, Weddington, Mineral Springs, Wesley Chapel, Fairview, and Unionville and Medium-Density adjacent to Monroe, Indian Trail, Stallings, Waxhaw, Wingate and Marshville
- Identify Employment Center Locations along NC 75 near Waxhaw and Mineral Springs, along Gold Mine Road at the Airport, US 601 and the Proposed Southern Bypass, and Legacy Park east of Marshville
- Designate Commercial Centers at NC 218 and NC 200, NC 84 and Rocky River Road, Rea Road and Tom Short Road, NC 16 and New Town Road, NC 200 South and the Proposed Southern Bypass, and along the Connector/Bypass at Poplin Road, at US 601 North, and at Phifer Road
- Initiate a US 601 Corridor Study to Identify Appropriate Commercial and Employment Nodes along the Corridor

Future Land Use CLARION Original

Future Land Use

Municipal Boundaries

- Fairview
- Herby Bridge
- Indian Trail
- Lake Park
- Lake Park
- Marion
- Mineral Springs
- Mint Hill
- Morrow
- Stallings
- Unionville
- Weddington
- Westley Chapel
- Wingate



Union County

Legend

- County Boundary
- Municipalities
- Extra-territorial Jurisdiction
- Railroad
- Water Features

Future Land Use

- Residential**
 - Low-Density (0-1 DU/Acre)
 - Medium-Density (1-2.5 DU/Acre)
 - Urban-Density (2.5-5 DU/Acre)
- New Residential**
 - Commercial Center
 - Industrial
 - Employment Center (Office, Industrial, other)
 - Office/Institutional
- Future Study Area for Possible Development Nodes
- Conservation**
 - Parks and Open Space
 - Rural Conservation Area

DATA SOURCE AND DISCLAIMER

Mapping data was provided by the Union County Geographic Information System Department. Union County and its mapping contractors do not warrant the accuracy of the displayed information.

Map Prepared By:
CLARION ASSOCIATES
April 9, 2009

0 1.25 2.5 5 7.5 10 Miles





Priority Implementation Actions

Update the Utilities Master Plan

Amend the County Zoning and Subdivision Ordinances

- Coordinate Schools, Parks and Recreation, and Land Use Plans
- Develop a Mechanism for Joint Planning in Areas of Interest
- Develop the Monroe Connector/Bypass Corridor Plan
- Develop the US-74 Corridor Revitalization Plan



Future Land Use Map

Recommended Changes

- Reduce size of 1-2.5 DU/Acre residential north of Wingate
- Remove Legacy Park
- Add 1998 Land Use Plan designations for commercial and industrial east of Marshville
- Remove U.S. 601 South Future Study Area
- Add Commercial Center at 601 South/Claude Austin Road
- Add Employment Center at 601 South/Landsford Road
- Remove Rural Conservation Area
- Add Future County Park & Wastewater Treatment Plant symbols to the northeast area



Amend Zoning and Subdivision Ordinances (Additions)

- Establish special design standards for big box retail stores so as to avoid accepting the “anywhere USA” standard, minimal building design
- Require a combination of incentives and disincentives to protect existing trees and/or require the replacement of trees removed for development
- Large parking lots shall have landscaped planting islands and perimeter buffer strips
- Use other materials and design technologies to intercept and absorb runoff from the parking surface
- Parking requirements shall be carefully gauged by land use so as not to create excessive paved surface areas



Business Expansion/Development Additional Strategies

Encourage and support activities that bring new people and businesses to the area .

- Focus recruitment efforts on businesses and industries that have a clean air and water quality impact.



Intergovernmental Coordination

Additional Goal and Policies

- Government officials should routinely seek the views of their constituents on growth and development issues
- Local government boards and committees should be roughly representative of the constituent voting population of the planning area
- Neighborhood and special area planning shall be encouraged to foster public involvement
Public participation should be a central, on-going feature in all plans



Neighborhoods Enhancement Additional Strategies

- Preserve tree cover
- Provide pedestrian and bicycle linkages within developments and between residential and commercial areas.



Housing and Neighborhoods

Additional Goal and Policies

Develop locational criteria to identify appropriate locations for multi-family developments.

- Provide incentives for infill development and the rehabilitation of existing housing

New infill development shall be architecturally compatible with existing development

Housing throughout the county shall be required to meet or exceed minimum housing and nuisance abatement standards

- All forms of housing development should be discouraged from “leapfrogging” into the countryside

Detailed neighborhood and small area planning (or public information meetings) shall be supported to better address area specific issues and needs



Attractive Community Appearance & Image (Addition)

- Create appearance and development standards for major travel corridors
- Coordinate planning efforts with municipalities to improve the appearance and image of urban and rural roadways.
- Major travel corridors shall receive priority attention for improved appearance and development standards
- The significance of street trees shall be recognized through public policies to encourage their planting and maintenance
 - Encourage preservation of the natural features of the development site and minimize the visual impacts of the built infrastructure
 - Require placement of utility wires underground where high visibility justifies the cost
 - Clear cutting of trees (except those grown for timber) shall not be permitted without advance notice and just cause



Major Differences

Chapter 3 Goals, Policies and Strategies: Delete policies and strategies related to Rural Conservation and Workforce Housing and add goals and policies related to community appearance, citizen involvement and infill development

Chapter 4 Future Land Use Plan: Delete Rural Conservation Areas, Legacy Park, and the US 601 Corridor Study, reduce size of medium density area north of Wingate, and add Future County Park & Wastewater Treatment Plant symbols to the northeast area

Chapter 5 Implementation Action Plan: Delete US 601 Corridor Study and add possible amendments to the Land Use Ordinance for big box retail stores, tree preservation, and large parking lot standards

Appendix B Key Issues Summary: Delete the entire section



Other Recommended Deletions

- Affordable Workforce Housing Planning Issues Page 3 and Policy and Strategies Page 24
Legacy Park Pages 10 and 75
- Rural Conservation Pages 16-18 and 42
- Environmental Protection Strategies Air Quality Page 21 and Environmental Sensitive Areas Page 22
- US 601 Corridor Pages 32 and 52
- Union County Partnership for Progress Page 78
- Intersection of NC 218 and US 601
- Appendix B: Key Issues Summary

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2010

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

SUBJECT: Jail Expansion Recommendations

DEPARTMENT: Sheriff's Office
General Services

PUBLIC HEARING: No

ATTACHMENT(S):
Updated CIP
Proposals from Little

INFORMATION CONTACT:
Sheriff Eddie Cathey
Chief Deputy Ben Bailey
Barry Wyatt

TELEPHONE NUMBERS:

704-283-2613
704-283-3723
704-283-3868

DEPARTMENT'S RECOMMENDED ACTION: 1. Direct staff to restart the jail expansion project to include revisiting work done to date at a cost not to exceed \$547,800.00 and conduct the programming and schematic design for the potential inclusion of a new E-911 and Emergency Operations Center (E911/EOC) as part of the Jail Project at a cost not to exceed \$76,263.00. 2. Provide staff with guidance on designing for the original 448 general housing beds or opting to reduce that number to 224 based on the updated Needs Assessment and Population Projections. 3. Authorize the County Manager to approve the contract, amendment or purchase order necessary to achieve the work in items 1 and 2, pending legal review.

BACKGROUND: In 2004, the Jail population was consistently exceeding its rated capacity of 240 beds. In August 2004 the Architectural selection process began. In February 2005 the Board approved selection of Little/HOK & Carter Goble Associates for the initial planning, jail population projections, architectural programming and master planning for a jail expansion.

In June 2006 the Board was presented with Carter Goble Associates' population projections indicating a need for 496 beds by 2020 and 581 beds by 2025. These projections assumed the implementation of recommended population reduction strategies. At the same time, the Board was presented with a master plan to meet the year 2025 need of 581 jail beds with an associated estimated total project cost of \$73.3 million. Subsequently, the Board approved the 2006 CIP whose funding was authorized in the FY07 adopted budget and included funding for

Phase 1 of the project. The projected time frame included one year for design completion and two years for construction, with opening anticipated by July 2009.

In November 2006 the Board authorized the Manager to approve a contract with Little/HOK for Design and Engineering Services for Phase I (schematic design and design development) of the project and to approve future amendments to authorize Phases II (construction documents and bidding) and III (construction administration), provided that the total contract amount did not exceed \$4,524,498. Schematic design was completed in March 2007 and Design Development was essentially completed in August 2007.

During the Design Development phase the jail population started to drop to levels below rated capacity due to efforts of the justice system (including judges and the District Attorney's Office) to reduce the jail population. The project was put on hold in September 2007 due to deteriorating financial conditions and the temporary decline in jail population.

In early 2009 the jail population again began to rise to the levels exceeding rated bed capacity of 240.

In late 2009, the State announced the closing of the prison unit in Monroe and indicated a possibility that they would make the unit available to the County for use by the Sheriff's Office for jail space. From November 2009 through January 2010, staff along with the Sheriff's Office conducted extensive analyses of the prison site to determine the feasibility of using it for jail space. It was determined that the maximum capacity would be only 80 inmates and that the cost would be about \$4 million.

Before making a final decision on the use of the prison facility, staff along with the Sheriff's Office determined that the needs assessment and population projections completed in 2006 should be updated along with investigating other alternatives, including temporary modular housing.

In February 2010 the Board approved Carter Goble Associates' contract to update needs assessment and population projections. By mid-June, Carter Goble Associates issued a final report indicating the projected jail population for 2020 is 428 and for 2025 is 504, compared to the 2006 projections of 496 and 581, respectively.

During the time Carter Goble Associates worked on the update, staff and the Sheriff's Office further explored the prison site and considered various options for temporary housing including several prefabricated structures. We came to the conclusion that it was neither "capital cost effective" nor "staffing cost effective" to pursue the Sutherland Avenue site any further. Temporary housing projects are only a band-aid for the next three years. The Sheriff's Office believes it can manage the increasing population in existing space with some additional staff until a new permanent facility can be constructed.

At its August 11 work session, the Board was presented with an updated Master Plan, an updated Needs Assessment and Population Projections, revised cost estimates and the timeline to construct a new permanent facility. As part of the cost estimate, consideration was given to potentially including a new E-911 and Emergency Communications Center as part of the project. At that time, the jail's average daily population (ADP) was 267 with a high of 296 and the average number of inmates assigned to the floor was 37. In August the ADP was 293 with a high of 321 and an average of 60 inmates on the floor. As of September 17 the ADP is 299 with

a high of 314 with an average of 73 inmates on the floor

We are requesting the Board to authorize the restart of the jail expansion project to include revisiting work done to date at a cost not to exceed \$547,800.00 and conduct the programming and schematic design for the potential inclusion of a new E-911 and Emergency Operations Center as part of the Jail Project at a cost not to exceed \$76,263.00.

As was stated earlier, we were very near the end of Design Development when the project was stopped but did not get to complete some major tasks such as agency reviews. Also, in the past three years the North Carolina Building Code has undergone several major revisions that need to be reviewed to be sure a code change doesn't change a major design concept of the proposed design. From the County's perspective, there are procedures that have changed, new programs implemented, and changes in State law that could impact the final design of the facility. Should the Board opt to reduce the number of general housing beds from the current design for 448 to 224 based on the updated Needs Assessment and Population Projections, obvious modifications to the existing design is needed to accommodate the future expansion to the original 448 beds. The 224 reduction in beds is the equivalent to approximately \$6.4 million in construction cost.

At the conclusion of the design revisit and the evaluation of the feasibility of adding E-911/EOC, staff will bring back to the Board an updated cost estimate for the Jail Project and a separate estimate for the potential inclusion of E-911/EOC.

FINANCIAL IMPACT: The costs associated with the revisit and the evaluation of potentially including a new E-911/EOC are \$624,063.00. The original appropriation for A&E fees was \$4,524,498.00 of which \$1,805,721 has been spent, so adequate funds are available to cover these additional costs. Once the Board makes a final decision on whether to include a new E-911/EOC in the project, a contract amendment will be required to appropriate additional funding yet to be determined for the construction as well as for additional A&E fees to offset the cost of doing this additional work.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

September 2, 2010

Mr. Barry Wyatt
General Services Director
Union County
500 N. Main Street, Suite 8
Monroe, North Carolina, 28112

Re: **A/E Services Contract Restart / Revisit Proposal**
Union County Jail Expansion Project
Union County, North Carolina
Little Project No. 111-9135-05

Dear Barry:

This letter is a proposal for restarting the Architectural / Engineers Services contracted with the Little | HOK team in December 2006 and put on hold in August 2007 for the Union County Jail Expansion should the County decide to reactivate the project. This proposal is in two parts; 1) Restart/Revisit for work done to date and 2) original Owner-Architect Agreement Services for Phases not activated. I have included the potential ECC / EOC Component Option in a separate proposal.

Proposal is as follows:

Restart / Revisit Work Done to Date

The Jail Expansion project was stopped in August 2007, a little over three years ago. At that time we were very near the completion of the Design Development Phase Services but did not get to complete some major tasks, agency reviews etc. Also, in the past three years the North Carolina Building Code has undergone several major revisions that need to be reviewed to be sure a code change doesn't change a major design concept of the proposed design. Another issue is computer system upgrades we have adopted in the past three years. We may be required to redraw some of the existing documents to work with existing technology upgrades we and our consultants currently use.

On the Owner's side, we would anticipate there are new procedures, programs, and departmental leadership staff as well as outside service vendors since the project came to a halt. The existing documents need to be reviewed and reaccepted by all parties to verify the design concepts are still valid for today and the foreseeable future. If not modification may be required to the original design.

5815 Westpark Drive
Charlotte NC 28217

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www.littleonline.com

111-9135-05 Union Co Contract 9-02-10 IJM.doc

One obvious modification to the existing design is the potential reduction in General Housing beds from 448 to 224 beds. This revision need to be designed to accommodate adding 224 future beds without significant disruption to the ongoing operations of General Housing.

We feel this effort can be accomplished in three months and a proposed fee of \$547,800.00. We would also request that the consultant services which were not invoiced at the end of Design Development Phase be reactivated so these tasks can be completed and invoiced. The unbilled Design Development Phase Services are \$45,250.00 according to our records.

Restart / Revisit Phase (3 Months)	\$547,800.00
Balance on Unbilled Design Development Phase	\$ 45,250.00

Original Owner-Architect Agreement for Phases Not Activated

I have contacted all the Design Team Consultants and informed them of the County's interest in restarting the Jail Expansion project. We have all agreed to accept the original Owner-Architect Agreement fees for Construction Documents through Final Project Construction Closeout for the project as originally negotiated in 2006 with the successful completion of the Restart / Revisit Phase as noted above. The fees for previously approved phases and proposed time for each are as follows:

Construction Documents Phase (6 months)	\$1,450,562.00
Bidding & Negotiation Phase (2 months)	\$ 183,387.00
Construction Phase (26 months)	\$1,199,541.00


This proposal anticipates the Owner will reactivate the reimbursable expense allowances as originally established for reimbursable expenses directly related to the project as defined in the original Owner-Architect Agreement.

In summary, this proposal request \$547,800.00 in new design team fees to Restart/Revisit the original design concepts with the Sheriff's Office to be sure the project is appropriate for current needs and current code requirements. Plus reactivation



of \$2,878,740.00 in previously negotiated and executed design team fees per our 2006 Agreement for the balance of design team services through completion of construction.

Sincerely,

Little

James L. Metze, AIA
Studio Principal, Civic

Cc; Jim Kessler HOK

September 2, 2010

Mr. Barry Wyatt
General Services Director
Union County
500 N. Main Street, Suite 8
Monroe, North Carolina, 28112

Re: **Programming and Schematic Design Phase Services**
ECC / EOC Option Proposal
Union County Jail Expansion Project
Union County, North Carolina
Little Project No. 111-9135-06

Dear Barry:

This letter is a proposal for Architectural/Engineering Services for Programming and Schematic Design Phase to add a potential Emergency Communications Center / Emergency Operations Center (ECC/EOC) to the proposed Union County Jail Expansion project. This option would be achieved by adding an additional floor on top of the Sheriff's Administrative Offices of approximately 16,647 gross square feet. The proposed building construction budget is approximately \$3,500,000 or \$210/sf to be confirmed at the completion of Schematic Design. The building construction budget does not include the furnishings and technology systems to be selected for implementation in the project. Attached is an early diagram of what is option might look like.

We have included Winbourne & Costas, Inc. of Washington, DC on our team to lead the programming effort of the ECC/EOC and the schematic technology effort. They will meet with ECC/EOC staff to determine specific departmental space and technology requirements. When the program is complete and approved, Little | HOK will develop the schematic design concept of the physical space simultaneous with Winbourne & Costas schematic technology effort.

We estimate Programming Phase to take approximately three weeks and Schematic Phase an additional four weeks. At the end of Schematic Design, we will have a confirmed budget for both the building construction cost and the proposed technology to be utilized. This information should provide the County with the data to make an informed decision to move forward with this option or not.

The Programming and Schematic Design fees are broken down as noted below:

Programming Phase (Winbourne & Costas)	\$ 11,225.00
Schematic Technology (Winbourne & Costas)	\$ 14,030.00

Schematic Concept Design Building (Little | HOK) \$ 38,325.00

A&E Technology Coordination (Little | HOK) \$ 5,750.00

Total Services Fee \$ 69,330.00

Reimbursable Allowance of 10% \$ 6,933.00

We are prepared to start on the programming effort immediately. Winbourne & Costas has verified they can be on site within a week of notification to proceed of this proposal.

This proposal is based on making a decision on the ECC/EOC Option before proceeding with the original Jail Expansion Restart / Reevaluate Phase. We believe however it is possible to do both simultaneous to regain the momentum of the project while the construction economy is still so favorable.

We have also set-up a separate job number 111-9135-06 to track and invoice this effort as an separate effort but will be shown on the consolidated invoice for the Union County Jail Expansion project.

If you have any questions, please feel free to give me a call.

Sincerely,

Little




James L. Metze, AIA
Studio Principal, Civic

Cc; Jim Kessler HOK

Detention CIP 424 Total System Beds

Sep-10

Land Costs				\$0
Construction Costs				
Site Improvements	195,200	\$18		\$3,513,600
General Requirements	165,900	\$28		\$4,645,200
Building Cost - Sheriff Administration	46,700	\$162		\$7,565,400
Building Cost - Intake/Jail Support	49,600	\$211		\$10,465,600
Building Cost - Warehouse/Sallyport	15,200	\$127		\$1,930,400
Building Cost - Intake Housing	11,400	\$286		\$3,260,400
Building Cost - General Housing	43,000	\$188		\$8,084,000
Building Cost - E911/EOC	16,674	\$210		\$3,501,540
Subtotal				\$42,966,140
Escalation to Midpoint of Construction	Mon/Yr. Nov-12	Ann. Esc. 3%		\$2,901,097
Construction Contingency		5%		\$2,293,362
Total Construction Cost				\$48,160,599
Furniture Fixtures and Equipment				
Jail Expansion	96,300	\$12		\$1,155,600
E911/EOC	16,674	\$12		\$200,088
E911/EOC Specialized Furnishings	LS			\$126,000
E911/EOC AV Equipment/Cabling	LS			\$400,000
Subtotal				\$1,881,688
Escalation to Midpoint of Construction	Mon/Yr. Nov-12	Ann. Esc. 3%		\$127,053
Total FF&E				\$2,008,741
Specialized Equipment				
Jail Expansion Project Allowance	LS	14%		\$6,742,484
PSAP Equipment	LS			\$2,000,000
EOC Equipment	LS			\$150,000
Subtotal				\$8,892,484
Escalation to Midpoint of Construction	Mon/Yr. Nov-12	Ann. Esc. 3%		\$600,425
Total Specialized FF&E				\$9,492,909
Miscellaneous Project Costs				
AES Fees	Const/FFE	LS		\$5,573,541
Testing	Const	0.5%		\$240,803
Moving Expenses	LS			\$75,000
Total Miscellaneous Project Expenses				\$5,889,344
Project Contingency		2.5%		\$1,638,790
TOTAL ESTIMATED PROJECT COST				\$67,190,383
Capital Contributions				(\$1,805,721)
TOTAL PROJECT FINANCING				\$65,384,662

Detention CIP 648 Total System Beds

Sep-10

Land Costs				\$0
Construction Costs				
Site Improvements	195,200	\$18		\$3,513,600
General Requirements	195,200	\$28		\$5,465,600
Building Cost - Sheriff Administration	46,700	\$162		\$7,565,400
Building Cost - Intake/Jail Support	49,600	\$211		\$10,465,600
Building Cost - Warehouse/Sallyport	15,200	\$127		\$1,930,400
Building Cost - Intake Housing	11,400	\$286		\$3,260,400
Building Cost - General Housing	72,300	\$188		\$13,592,400
Building Cost - E911/EOC	16,674	\$210		\$3,501,540
Subtotal				\$49,294,940
Escalation to Midpoint of Construction	Mon/Yr. Nov-12	Ann. Esc 3%		\$3,328,421
Construction Contingency		5%		\$2,631,168
Total Construction Cost				\$55,254,529
Furniture Fixtures and Equipment				
Jail Expansion	96,300	\$12		\$1,155,600
E911/EOC	16,674	\$12		\$200,088
E911/EOC Specialized Furnishings	LS			\$126,000
E911/EOC AV Equipment/Cabling	LS			\$400,000
Subtotal				\$1,881,688
Escalation to Midpoint of Construction	Mon/Yr. Nov-12	Ann. Esc 3%		\$127,053
Total FF&E				\$2,008,741
Specialized Equipment				
Jail Expansion Project Allowance	LS	14%		\$7,735,634
PSAP Equipment	LS			\$2,000,000
EOC Equipment	LS			\$150,000
Subtotal				\$9,885,634
Escalation to Midpoint of Construction	Mon/Yr. Nov-12	Ann. Esc 3%		\$667,483
Total Specialized FF&E				\$10,553,118
Miscellaneous Project Costs				
AES Fees	Const/FFE	LS		\$5,573,541
Testing	Const	0.5%		\$276,273
Moving Expenses	LS			\$75,000
Total Miscellaneous Project Expenses				\$5,924,814
Project Contingency		2.5%		\$1,843,530
TOTAL ESTIMATED PROJECT COST				\$75,584,731
Capital Contributions				(\$1,805,721)
TOTAL PROJECT FINANCING				\$73,779,010

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2010

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

SUBJECT: Proposed Amendment to Section 384 of the Land Use Ordinance to add a definition for the term "Fill" within Article XXIV (Flood Damage Prevention)

DEPARTMENT: Planning, Legal

PUBLIC HEARING: No

ATTACHMENT(S):

- (1) Proposed Amendment
- (2) Consistency Statement

INFORMATION CONTACT:

Richard Black
Lee Jenson
Jeff Crook

TELEPHONE NUMBERS:

Richard Black - 704-292-2580
Lee Jenson - 704-283-3605
Jeff Crook - 704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: To consider a proposed amendment to Section 384 of Article XXIV of the Union County Land Use Ordinance (Flood Damage Prevention) to add a definition for the term "Fill"

BACKGROUND: The Board previously deferred action on this item pending legal review of the applicability of floodplain provisions to agricultural property. The abstract is divided into two sections: (i) Planning Comments (Provided to the Board by Agenda Summary in May); and (ii) Legal Comments.

Planning Comments:

On October 6, 2009, the Planning Board unanimously recommended to the Board of County Commissioners that Sections 400, 401, and 402 of the Land Use Ordinance be amended to prohibit new fill and construction in Special Flood Hazard Areas, commonly known as floodplains. On November 16, 2009, the Board of Commissioners approved an amendment similar in nature to the recommendation of the Planning Board, but with an exemption for agricultural uses. During the process of developing this text amendment, there was discussion about what was meant by the term "fill" as it applies to the pertinent sections of the Land Use Ordinance. Subsequently, the Planning Board directed staff to develop a definition of "fill." Staff researched this issue and ultimately presented a definition that was a combination from several sources that met the intent of our ordinance. At its April 6 meeting, the Planning Board unanimously recommended that this definition be added to Section 384 of the Land Use

Ordinance.

Although, staff did research and present a definition to the Planning Board, staff is concerned that the addition of a definition of "fill" may present problems with enforcement in the future and that such definition should be left to interpretation by the Floodplain Administrator. Our Ordinance, like most local land use ordinances and the State Model Floodplain Ordinance, provides that "unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application."

Staff believes that this sentence is included to provide for reasonable interpretations based on specific circumstances. Examples might include the spreading of manure on fields as an agricultural activity, or the stockpiling of dirt by a resident in a floodplain area in preparation for an improvement project (neither of which constitute fill). Milton Carpenter with the North Carolina NFIP Program, who was consulted for his opinion regarding the proposed change, also expressed concern that defining the term "fill" may cause unforeseen problems with enforcement by removing the opportunity for reasonable interpretation and replacing with a rigid definition, which may or may not work in every circumstance.

It is for these reasons that staff recommends that the definition of the term "fill" not be adopted.

Legal Comments

Counties are given the authority to adopt zoning and development regulation ordinances pursuant to G.S. 153A-340. This statute further provides that zoning and development regulation ordinances may affect property used for bona fide farm purposes only when pertaining to relatively large swine farm operations.

In contrast, it is provided in Section 4 of the Union County Land Use Ordinance as follows:

"(a) The provisions of this ordinance shall not apply to bona fide farms, except that:
(1) farm property used for non-farm purposes shall not be exempt from regulation; and
(2) the provisions of Article XXIV regulating development in floodways and floodplains, as required for participation in the National Flood Insurance Program, shall apply to bona fide farms."

The latter provision pertaining to development in floodways/floodplains, or a provision substantially similar, has been in the Land Use Ordinance since at least 1987 when the County adopted its first unified development ordinance, i.e. including not only zoning, but also subdivision control, regulation of floodways/floodplains, etc....

The federal statutes authorizing the National Flood Insurance Program ("NFIP") provide that "flood insurance shall not be sold or renewed under the program within a community, unless the community has adopted adequate flood plain management regulations consistent with Federal criteria." 44 CFR § 60.1(a). Subpart A of Part 60 of Title 44 of the Code of Federal Regulations "sets forth the criteria developed in accordance with [the statutes authorizing the NFIP] by which the Federal Insurance Administrator will determine the adequacy of a community's flood plain management regulations." It states that "[t]hese regulations must be legally enforceable, applied uniformly throughout the community to all privately and publicly owned land within flood-prone, mudslide (i.e., mudflow) or flood-related erosion areas, and the community must provide

that the regulations take precedence over any less restrictive conflicting local laws, ordinances or codes.” 44 CFR § 60.1(b)

The federal regulations provide for very limited exceptions to their applicability. 44 CFR 60.6(b)(1) states:

“The requirement that each flood-prone, mudslide (i.e. mudflow)-prone, and flood-related erosion prone community must adopt and submit adequate flood plain management regulations as a condition of initial and continued flood insurance eligibility is statutory and cannot be waived, and such regulations shall be adopted by a community within the time periods specified in §§ 60.3, 60.4, or § 60.5. However, certain exceptions from the standards contained in this subpart may be permitted where the Federal Insurance Administrator recognizes that, because of extraordinary circumstances, local conditions may render the application of certain standards the cause for severe hardship and gross inequity for a particular community. Consequently, a community proposing the adoption of flood plain management regulations which vary from the standards set forth in §§ 60.3, 60.4, or § 60.5, shall explain in writing to the Federal Insurance Administrator the nature and extent of and the reasons for the exception request and shall include sufficient supporting economic, environmental, topographic, hydrologic, and other scientific and technical data, and data with respect to the impact on public safety and the environment.”

Likewise, variances can only be issued in limited circumstances (i.e. issuance must be consistent with the “objectives of sound flood plain management;” and they cannot be issued “within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result”) 44 CFR 60.6(a).

In adopting flood damage prevention regulations, Union County relied on more than its authority to enact zoning. It also relied on the authority found in Part 6, Article 21 of Chapter 143 of the North Carolina General Statutes. G.S. 143-215.54A(a) states: “A flood hazard prevention ordinance adopted by a county or city pursuant to this Part [Part 6] shall, at a minimum: (1) Meet the requirements for participation in the National Flood Insurance Program and of this section.”

It is regrettable that the North Carolina General Statutes do not attempt to reconcile the intended exemption of bona fide farms with the federal requirements for participation in the NFIP. However, the federal regulations are more straightforward – to participate in the NFIP a community must adopt “adequate flood plain management regulations consistent with Federal criteria” and apply such regulations “uniformly throughout the community to all privately and publicly owned land within flood-prone, mudslide (i.e., mudflow) or flood-related erosion areas, and the community must provide that the regulations take precedence over any less restrictive conflicting local laws, ordinances or codes.”44 CFR § 60.1(a) & (b).

All 100 North Carolina counties currently participate in the NFIP. If a local government were to fail to participate in the program, flood insurance under the NFIP would not be available within that community. Furthermore, Section 202(a) of Public Law 93-234, as amended, prohibits Federal officers or agencies from approving any form of financial assistance for acquisition or construction purposes in a Special Flood Hazard Area. For example, this would prohibit loans guaranteed by the Department of Veterans Affairs, insured by the Federal Housing Administration, or secured by the Rural Housing Services. Under Section 202(b) of Public Law 93-234, if a Presidentially declared disaster occurs as a result of flooding in a non-participating community, no Federal financial assistance can be provided for the permanent repair or

reconstruction of insurable buildings in SFHAs.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Sec. 384 DEFINITIONS.

Unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“Fill” means material from any source placed inside the SFHA causing a permanent increase in existing ground elevations.

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

TO APPROVE AMENDMENTS

Amendment to Section 384, Definitions.

Pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that adoption of the proposed text amendment is consistent with the adopted Union County Land Use Plan, and that adoption of the proposed text amendment is reasonable and in the public interest, because the amendment will clarify what is meant by the term “fill” as applied in the flood management provisions.

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

TO DENY AMENDMENTS

Amendment to Section 384, Definitions.

Pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that the proposed text amendment is consistent with the Union County Land Use Plan, but that denial of the proposed text amendment is reasonable, in the public interest, and consistent with the Union County Land Use Plan, because leaving the term “fill” undefined will allow for reasonable interpretation by the Land Use Administrator in applying the flood management provisions to specific circumstances.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2010

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

SUBJECT: Permit Extension Act

DEPARTMENT: Legal

PUBLIC HEARING: No

ATTACHMENT(S):
Draft Resolution to Opt Out of
Additional One-Year Extension

INFORMATION CONTACT:
Jeff Crook

TELEPHONE NUMBERS:
704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Consider Adoption of Resolution

BACKGROUND: The 2009 Act

The Permit Extension Act of 2009 extended the time period for which certain "development approvals," as defined by the Act, and certain associated vested rights would be valid. Development approvals that were "current and valid at any point" from January 1, 2008 to December 31, 2010 benefited from the Act, as their periods for performance (i.e. time period in which the covered project must be completed or initiated) were tolled for the period beginning January 1, 2008, and ending December 31, 2010.

An example might be helpful. Assume a permit issued by the County is valid for two years. If the permit was issued on January 5, 2006, such that it remained valid on January 1, 2008, then the running of the approval period for the permit would be tolled for the period beginning January 1, 2008 and ending December 31, 2010. On January 1, 2011 (the day after the end of the tolling period), the standard permit approval period would once again begin to run. Because only four days remained on the permit as of January 1, 2008 (the start of the tolling period), only four days would remain on the permit on January 1, 2011 (the day after the tolling period). In sum, the permit would be valid for five years (from January 5, 2006 until January 4, 2011), instead of two years.

Note also that the Act had the effect of reviving development approvals that had otherwise expired during the period beginning on January 1, 2008 and ending August 5, 2009 (the Act's effective date).

The Act includes a section that is applicable only to Union County. This section states that "when a development approval that is contingent upon connection to a water supply system or a sanitary sewer system is suspended under [the Act] and there is not sufficient supply or treatment capacity to accommodate requests for additional allocation, [the County] . . . may reallocate reserved capacity from projects whose approvals are suspended but are not ready to proceed," if the following requirements are met: (1) the County must establish "an allocation plan for existing capacity that determines actual capacity and provides for a fair and equitable process to distribute the remaining capacity;" and (2) the County must establish a "reallocation plan to meet requests for capacity above permitted capacity that is fair and equitable" and meets the requirements set forth in the Act (i.e. requires applicants for new or additional capacity to demonstrate the ability to begin construction; requires holders of development permits that are tolled by the Act to "demonstrate the ability or the intent to begin construction in no less than 120 days in order to retain the reserved capacity;" and "does not reallocate capacity to exceed the amount of the reserved capacity.")

The 2010 Amendments

The General Assembly adopted a series of amendments to the Permit Extension Act that became effective on August 2, 2010. These amendments are found in Session Law 2010-177, and they may be summarized as follows:

- A. S.L. 2010-177 extends the tolling period for another year (pushes the expiration date for the tolling period from December 31, 2010 until December 31, 2011).
- B. S.L. 2010-177 adds three conditions for qualifying for an extension of the development approval. The holder of the development approval must meet the following conditions, or risk having their extension terminated:
 - 1) Comply with all applicable laws, regulations, and policies in effect at the time the development approval was originally issued by the governmental entity;
 - 2) Maintain all performance guarantees that are imposed as a condition of the initial development approval for the duration of the period the development approval is extended or until affirmatively released from that obligation by the issuing governmental entity; and
 - 3) Complete any infrastructure necessary in order to obtain a certificate of occupancy or other final permit approval from the issuing governmental entity.
- C. S.L. 2010-177 adds a requirement that written notice be sent to the last known address of the original holder of the development approval if the extension of such approval is terminated (the notice must contain the reason for the termination).
- D. S.L. 2010-177 provides a right of appeal to the Board of Adjustment if a county or municipality terminates an extension of a development approval.
- E. S.L. 2010-177 adds that the Permit Extension Act should not "be construed or implemented to . . . modify any person's obligations or impair the rights of any party under contract, including bond or other similar undertaking, [or] authorize the charging of a water or wastewater tap fee that has been previously paid in full for a project subject to a development approval."
- F. S.L. 2010-177 modifies the section of the Permit Extension Act applicable only to Union County by removing the adjective "reserved" and replacing it with the word "requested" as

follows:

“When a development approval that is contingent upon connection to a water supply system or a sanitary sewer system is suspended under Section 4 of this act and there is not sufficient supply or treatment capacity to accommodate requests for additional allocation, the local government that granted the allocation may reallocate [delete: reserved] [insert: requested] capacity from projects whose approvals are suspended but are not ready to proceed, if the local government meets all of the following requirements . . . (establishes allocation plan, establishes reallocation plan, etc...).”

Unlike previous session laws amending the Permit Extension Act, S.L. 2010-177 authorizes local governments to adopt a resolution to “opt-out” of the amendments as they would otherwise pertain to the development approvals issued by that unit of local government. Note, this only authorizes the County to opt-out for development approvals issued by the County. It does not allow the County to opt-out for any other development approval (e.g. approvals issued by State agencies or other local governments). For example, State-issued water and wastewater permits issued under Article 10 or Article 11 of Chapter 130A of the General Statutes will be tolled for an additional year (until December 31, 2011) regardless of whether the County adopts an “opt-out” resolution. S.L. 2010-177 does not set a deadline for adopting an “opt-out” resolution, but if one is to be adopted, it would be preferable to have such resolution in place prior to December 31, 2010 (the date that the tolling period would end if an “opt-out” resolution is adopted). A resolution is not necessary if the County does not want to opt-out of the amendments.

There are several ambiguities as to how S.L. 2010-177 should be applied and several potential issues regarding implementation. For example, the Board of Adjustment typically has no appellate authority over decisions regarding certain development approvals (e.g. building permits). However, as mentioned above, S.L. 2010-177 appears to authorize the Board of Adjustment to hear appeals for all terminations of extensions of development approvals under the Permit Extension Act. It is not clear how the Board of Adjustment would handle such appeals for development approvals in which it otherwise has no authority, except for this legislation.

Whether to allow extension of the Act for an additional year by doing nothing or whether to opt out of the one-year extension by adoption of a resolution is a policy decision for the Board of Commissioners. If the Board elects to do the latter, it may adopt the attached resolution to opt out.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

A RESOLUTION PROVIDING FOR UNION COUNTY
TO OPT OUT OF THE FOURTH YEAR OF PERMIT EXTENSION
FOR ALL DEVELOPMENT APPROVALS ISSUED BY UNION COUNTY
THAT ARE SUBJECT TO THE PERMIT EXTENSION ACT OF 2009,
AS AUTHORIZED BY SESSION LAW 2010-177

WHEREAS, the economic conditions affecting the nation, the State of North Carolina, and Union County that began in 2007 and continue today have impacted the local economy and resulted in increased unemployment, lower economic growth, reduced demand for real estate, and higher rates of real property foreclosure; and

WHEREAS, developers and builders have sustained losses and have been unable to proceed with projects authorized by State and local permits and development approvals; and

WHEREAS, many environmental, land use, and construction permits are subject to legal requirements that cause the permits to expire if progress on the work authorized by such a permit is not initiated or completed within a certain period of time; and

WHEREAS, the North Carolina General Assembly adopted the "Permit Extension Act of 2009" in response to the expiration or impending expiration of certain development permits issued by the State and local governments; and

WHEREAS, the Permit Extension Act of 2009 served to toll the expiration of certain development permits during the three-year period from January 1, 2008, until December 31, 2010; and

WHEREAS, Union County granted or issued a number of valid, unexpired development approvals and permits that were outstanding on January 1, 2008, and has granted or issued additional approvals or permits since that date; and

WHEREAS, certain development permits issued by Union County have not expired or cannot expire for a period of as many as five years from the time of issuance or approval because of the 2009 permit extension legislation and the permit expiration requirements that apply; and

WHEREAS, the General Assembly acted again in 2010 to extend for one more year the period during which the expiration of development permits is tolled, so that the running of any applicable expiration period that otherwise would apply does not resume until January 1, 2012; and

WHEREAS, Session Law 2010-177 authorizes a unit of local government by resolution to provide that Session Law 2010-177, as that act amends the Permit Extension Act of 2009, shall not apply to a development approval issued by that unit of local government; and

WHEREAS, the suspension of the running of permit expiration periods has provided relief to the development community during a period of economic stress but has also contributed to certain other problems; and

WHEREAS, the enforcement by governmental units of permit obligations on projects that are not actively being developed has imposed administrative burdens, especially where partially completed site improvements have been abandoned; and

WHEREAS, the extension of the completion time for some partially completed projects could potentially contribute to certain nuisance-like conditions on such sites resulting in a blighting influence on nearby properties; and

WHEREAS, the failure or postponement of certain private development projects could make it more difficult for the County to coordinate and carry out its capital improvement program concurrently with new development; and

WHEREAS, permit expiration provisions serve a useful public purpose in encouraging permit holders to complete projects, winnowing out projects that are not well-conceived, and bringing closure to the permitting process; and

WHEREAS, the standards and procedures for obtaining development permits issued by Union County are neither unduly onerous nor time-consuming; and

WHEREAS, additional time to complete key steps in the land development and construction process is more crucial for larger-scale, multiphase developments and less crucial for individual building projects,

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

1. The Board hereby declines to be subject to the one-year permit-extension provisions of Session Law 2010-177, as that act amends the Permit Extension Act of 2009, with respect to all of those development approvals that have been issued by Union County that are otherwise subject to the Permit Extension Act of 2009.
2. The Board hereby resolves that Session Law 2010-177, as that act amends the Permit Extension Act of 2009, shall not apply to any development approval issued by Union County.
3. If any section, phrase, or provision of this resolution is for any reason declared to be invalid, such declarations shall not affect the validity of the remainder of the sections, phrases, or provisions of this resolution.
4. This resolution shall take effect immediately upon its passage.

Adopted this the 18th day of October, 2010.

Kim Rogers, Chairwoman of the Union County Board of Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/18/2010

Action Agenda Item No. 10
(Central Admin. use only)

SUBJECT: Discussion of Redraft of Water & Sewer Extension Policy

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

ATTACHMENT(S): **INFORMATION CONTACT:**
Ed Goscicki

TELEPHONE NUMBERS:
704-296-4212

DEPARTMENT'S RECOMMENDED ACTION: Receive report.

BACKGROUND: For the past year UCPW has been working on a rewrite of our existing Water and Sewer Line Extension Policy. This policy lays out the frame work for the design and construction of new water and sewer lines to serve new development, the allocation of water and sewer capacity to serve the proposed development, the payment of capacity fees and other review fees to secure this capacity commitment and a process for the dedication of these lines and incorporation into the County system. The policy also provides for the coordination of these activities with the appropriate planning jurisdiction. Staff will discuss the major areas of proposed changes from the existing policy and present a course of action for soliciting input from effected stakeholder and subsequesnt review and approval by the Board.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2010

Action Agenda Item No. 11

(Central Admin. use only)

SUBJECT: Perfect Fit

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

ATTACHMENT(S):
UCPP Memo

INFORMATION CONTACT:
Wes Baker

TELEPHONE NUMBERS:
704-283-3630

DEPARTMENT'S RECOMMENDED ACTION: Give direction to staff concerning the grant agreement.

BACKGROUND: The Board voted on September 20, 2010 to offer an incentive grant to Perfect Fit. Subsequent to that vote, questions have been raised concerning whether or not there was a competitive situation at the time that the grant was voted on. Perfect Fit's John Beliveau met with Monroe City EDC officials, Union County Partnership for Progress officials, and North Carolina State officials during the month of July to seek incentive grants from them. I ran the numbers for a possible Union County grant and presented them to the UCPP in July. The numbers were refined over the next couple of weeks as new information became available. Based upon the incentive grants proposed by the City of Monroe, Union County, and the State of North Carolina in July, Perfect Fit determined to move their Indiana operation to Monroe, contingent upon the issuance of the proposed grants and incentives. It was after this decision that a warn notice was issued to the employees at the Indiana plant in anticipation of Perfect Fit receiving the proposed grants. Perfect Fit continues to operate an electric blanket manufacturing operation in its Indiana plant facility employing approximately 30 people. No decision has been made on where to move this operation. Another warn notice will have to be issued to these 30 employees if this operation is moved.

It is not uncommon for companies to make decisions based upon proposed incentive grants before they are officially approved by governing boards. Many times the timing is crucial to the company and decisions have to be made based upon proposed agreements. Even though a decision may be made based upon proposed grants, that decision is not always final and can be changed. It may be months after the initial grants are proposed before the governing board can meet to vote on them. This particular grant proposal was suggested for BOCC meetings in mid-

August as well as the September 7th meeting, but had to be pulled from the Agenda on both those occasions.

In other cases, during my tenure with the County, the BOCC has voted to approve incentive grants with companies in the past that have, after the fact, chosen to not go through with the proposed move or expansion. This may have been due to a change in the economy, or a better offer at the last minute from another jurisdiction. Approval of an incentive grant is not a guarantee that an investment will be made in the jurisdiction.

FINANCIAL IMPACT: \$19,557.00

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



DATE: October 13, 2010
TO: Board of County Commissioners
FROM: Maurice D. Ewing, CEcD
President and CEO
Union County Partnership for Progress
SUBJECT: Perfect Fit

Regarding the procedures surrounding the Perfect Fit Expansion Project, the Partnership's staff and leadership have thoroughly examined the procedures related to the handling of the project. We have found nothing unusual or unique about the sequence of events and have found no impropriety on the part of the company. While every project is different, our review indicated the negotiations between the Partnership and Perfect Fit were routine. Should you have specific questions regarding any of these procedures please ask.

Competitive Environment

From the time we learned of this project in July up to and including today, we have considered a state of competition to exist between Union County and the city of Loogootee, IN for Perfect Fit's proposed consolidation. Considering that this company engages in a textile orientated operation, a fragile industry in our state, our primary concern has been the preservation of the 181 jobs currently in place at the Monroe facility. As an additional opportunity, the company suggested the potential for an additional 50 new jobs at the location of the consolidated facility. Winning that project could bring the total Perfect Fit employment in Union County from 181 to 231—jobs that are, in these difficult economic times, important to Union County and vital for the support of these individual families.

WARN Notice Filed in Indiana

Federal regulations governing a company's possible employment reduction requires that the company file a WARN notice at least 60 days prior to the effective date of the reduction. If Perfect Fit were to decide on reducing employment in Loogootee, the timing of that closure would come sooner than it would if the decision were to close Monroe. Furthermore, our incentive approval process could not be completed in time to fit the WARN notice timing requirement in Indiana. Hence the need for Perfect Fit to proceed with the WARN notice in Indiana but not in Monroe.

No company is required to reduce employment simply because they have filed a WARN notice. We know of two Union County companies that encountered circumstances similar to the one facing Perfect Fit. One involved the company having to file a WARN

notice prior to confirming their decision to locate a new facility in another town (Union County was not involved in this project). That was the exact situation now facing Perfect Fit. The second example involves a local company that several years ago filed a WARN notice due to an anticipated downturn in business which never occurred. The company never fully exercised the planned layoff announced in their WARN notice. It is our belief that Perfect Fit was covering a "worst case scenario" relative to a potential closure in Indiana. The federally required WARN notice filed in Indiana is not sufficient evidence of the company's final decision since the company is not bound by that filing.

Companies want to locate and expand in communities that understand and appreciate the contributions they make to the economic welfare of the area. As of October 13, 2010, Perfect Fit has yet to announce any expansion of the Monroe facility. We continue work this project with a significantly more problematic outcome than we had a week ago.

Material Difference

It is belief that what happened in Indiana is immaterial to any action taken in Union County. Our incentive program is designed to provide Union County and its communities with the opportunity to level the playing field relative to other states and localities competing for economic development projects. The County's incentive approval processes and audit procedures have proven reliable in assuring proper stewardship of Union County tax dollars used for this purpose. Incentive contracts are carefully crafted by the County's staff attorney to assure that if the promises made by the company do not materialize, the company simply does not receive the negotiated incentive payments. If Perfect Fit or any other company does not perform in Union County per our agreement with them, there will be no incentive payment.

Closing comments

Throughout the recruiting process, we cannot know for certain the hearts and minds of our clients. Is it possible that Perfect Fit decided to come to Monroe before the incentive was granted? Certainly, it is possible. Did our research suggest the company would perform better in Monroe than in Loogootee? Yes it did. Are these suggestions firm evidence of a predetermined decision by the company to consolidate in Monroe? No they are not. Many projects have been lost at the last minute for myriad reasons, some of which are not always rational, and most of which are un-predictable. As local economic developers we consider our communities to be in competition for a project up to and including making the actual investment and the creation of the hoped-for jobs. After a company locates in Union County, they come under the auspices of our Business, Retention and Expansion Program and we begin immediately competing for the next round of investments and jobs.

To borrow a tired phrase from famed sports writer Dan Cook ... "The opera ain't over 'till the fat lady sings." This particular opera may yet have scenes to go before the curtain falls.

Your questions are welcome and expected. MDE



Perfect Fit Recruiting Process Timeline

July 22, 2010 Union County Partnership for Progress (UCPP) and Ron Mahle of Monroe Economic Development Commission (EDC) discussed Perfect Fit

July 26, 2010 UCPP met with John Beliveau, Senior Vice President of Operations, for Perfect Fit along with Ron Mahle, of Monroe EDC and Uconda Dunn of NC Department of Commerce (NCDOC). John informed us of their project.

July 26, 2010 UCPP communicated with Conley Hilliard of Electricities to discuss possible assistance from Electricities. They did not have a program applicable to this project.

July 26, 2010 UCPP communicated with Wes Baker describing the project and requesting a rough estimate of an incentive.

July 27, 2010 Wes Baker provided an estimate of an incentive from Union County

July 27, 2010 UCPP researched Loogootee, Indiana

July 27, 2010 UCPP requested research from the Charlotte Regional Partnership regarding Loogootee, Indiana

July 27, 2010 Ron Mahle with Monroe EDC shared recent research comparing Bloomington, Indiana and Monroe, NC

July 27, 2010 The Charlotte Regional Partnership delivered requested information comparing Monroe, NC and Loogootee, Indiana

July 28, 2010 UCPP delivered County's portion of the joint letter to Ron Mahle with the Monroe EDC

July 29, 2010 UCPP and Monroe EDC delivered letter to Perfect Fit describing possible incentives from Union County, the City of Monroe and assistance from South Piedmont Community College.

July 30, 2010 John Beliveau with Perfect Fit acknowledged receipt of the letter.

July 30, 2010 UCPP spoke with Monroe EDC, who had just talked with John Beliveau. John had communicated Perfect Fit was prepared to move forward with locating to Monroe pending approval of the incentives described in our letter.

August 2, 2010 Communication from John Beliveau with Perfect Fit confirming their project involved 50 new jobs if the company expands in Monroe.

August 2, 2010 UCPP received a copy of the communication from NCDOC to Perfect Fit regarding the One NC grant and Perfect Fit's requirement to file a WARN notice in Indiana

August 2, 2010 UCPP received a copy of the communication from NCDOC to Perfect Fit stating the One NC grant had been approved and they'd email to the company all the appropriate forms

August 3, 2010 UCPP requested participation in the upcoming closed session meeting with commissioners to discuss incentives for project Perfect.

August 3, 2010 UCPP communicated to Perfect Fit describing the general time-line and process for pursuing the County's incentive.

August 4, 2010 UCPP communicated to NCDOC regarding the County's incentive procedures

August 5, 2010 UCPP met with Al Greene, Wes Baker and Jeff Crook to discuss Perfect Fit and moving forward to a closed session meeting with the BOC

August 6, 2010 Perfect Fit filed WARN notice in Indiana

August 10, 2010 UCPP conducted conference call with UCPP Board of directors to review the project. The board unanimously agreed for the staff of UCPP and recommended approval to the BOC.

August 10, 2010 UCPP communicated to County Manager, Al Greene, mentioning the decision by the UCPP board of directors and the need to participate in the closed session meeting on August 16, 2010.

August 16, 2010 UCPP conducted discussion of incentives in a closed session meeting of the board of Commissioners (BOC). The sentiment of the board was to proceed toward an open session public hearing.

August 17, 2010 UCPP communicated with Perfect Fit informing them of the August 16, 2010 closed session meeting the appropriateness of participating in an open session meeting (probably September 7, 2010)

August 17, 2010 The Monroe City Council approved an incentive for Perfect Fit

August 24, 2010 UCPP learned of John Beliveau's inability to participate in the open session meeting on September 7, 2010 and proposed we ask that the open session meeting be held at the September 20, 2010 BOC meeting

September 8, 2010 John Beliveau reported that he may not be able to participate in the September 20 open meeting due to a possible meeting in Indiana to meet with Governor Mitch Daniels regarding the project

September 14, 2010 UCPP received message from NCDOC that if a One NC grant is approved, it would be for \$36,000

September 15, 2010 UCPP met with Perfect Fit along with NCDOC and Monroe EDC. Confirmed John Beliveau will not participate in the commissioners meeting on September 20, and discussed who would take his place. (Steve Dickens)

September 20, 2010 Incentives for Perfect Fit approved by County Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date:

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

SUBJECT: Property Acquisition by Union County Schools

DEPARTMENT: Central Admin **PUBLIC HEARING:** No

ATTACHMENT(S): **INFORMATION CONTACT:**
Wesley Baker

TELEPHONE NUMBERS:
704-283-3630

DEPARTMENT'S RECOMMENDED ACTION: Request that the Board provide funding for the Schools to purchase a piece of property.

BACKGROUND: UCPS has been negotiating the purchase of approximately 2 acres of property adjacent to Sun Valley High School. This property will provide the school with the needed space to expand the school's footprint as needed in the future.

UCPS and the property owner have agreed upon a purchase price of \$340,000. UCPS has ordered an updated appraisal. The property has an underground fuel tank. UCPS will require the current owner to properly remove and dispose of the this tank along with any affiliated contaminated soil in accordance with DEHNR guidelines before the purchase is finalized.

UCPS is requesting funding from the Board to purchase this property upon a favorable appraisal of the property's value and DEHNR certification regarding the fuel tank situation as stated above.

FINANCIAL IMPACT: \$340,000

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



400 North Church Street
Monroe, NC 28112
Phone 704.296.9898 Fax 704.289.9182
www.ucps.k12.nc.us

Dr. Ed Davis – Superintendent

Board of Education
L. Dean Arp, Jr. – Chairman
John Collins - Vice Chairman
John Crowder
Carolyn J. Lowder
Laura Minsk
Kimberly Morrison-Hansley
John Parker
David Scholl
Richard Weiner

MEMORANDUM

TO: Wes Baker, Interim County Manager

FROM: Ed Davis, UCPS Superintendent

SUBJECT: Land Purchase

DATE: October 15, 2010

UCPS has been negotiating the purchase of approximately 2 acres of property adjacent to Sun Valley High School on the corner of Old Monroe Road and Wesley Chapel-Stouts Road. This property will provide the school with the needed space to expand the school's footprint as needed in the future.

UCPS and the property owner have agreed upon a purchase price of \$340,000. UCPS has ordered an updated appraisal which we should have by Monday, October 18th. In addition, the property has an underground fuel tank. UCPS will require the current owner to properly remove and dispose of this tank along with any affiliated soil in accordance with DEHNR guidelines before the purchase is finalized.

UCPS is requesting funding from the Board of County Commissioners to purchase this property contingent upon a favorable appraisal of the property's value and DEHNR certification regarding the fuel tank as stated above. Thank you for your consideration of this matter. Don Hughes, UCPS Maintenance and Facilities Director, and I will be present at the County Commissioners' meeting on October 18th to answer any questions.

✓

AGENDA ITEM

ANIMAL CARE COMMITTEE

13
MEETING DATE 10/18/10

COMMITTEE PURPOSE:

Understanding that Union County provides for Animal Control under the supervision of the Sheriff's Department which institutes, manages, and administers many programs and services within the County, the Animal Care Committee's purpose is to develop a community-driven model for improving the education, awareness, public/private responsibilities, and ultimate animal welfare in Union County and report its findings back to the Board of County Commissioners.

The primary focus of the Committee will be on the welfare of animals and education of the public within Union County subject to the existing governing statutes. Within this purview, the Committee will primarily focus on: cats and dogs and other such pets that are commonly kept within residential households. Seven key goals of the Committee include:

1. Education of residents;
2. The importance of animal safety, of spaying and neutering, and appropriate veterinary services and healthcare;
3. How to provide for reasonable affordable veterinary services to residents;
4. Arranging for adoptions and coordination of private/public organizations;
5. Fund raising for all of the above items;
6. Evaluation and recommendation of euthanasia methods;
7. Coordination of animal organizations, services, and programs existing and/or operating within Union County.

Issues, concerns and opportunities relating to animal care include, but are not limited to: fragmented roles and responsibilities of animal care service providers; engaging the community; animal licensing and other fees; public education and awareness programs; pet adoption programs; controlling pet overpopulation; and limited available funding. Potential questions to be addressed by the Committee are contained in Schedule "A".

It is important to note that given the fiscal pressure on all County services, the County is not in a position to significantly increase its role or funding level unless viable new funding options can be developed. A list of currently offered services can be found in Schedule "B" attached. The decision to increase that role rests with the Board of County Commissioners. Equally important to note is that fiscal pressures and resource issues are prevalent across many organizations. Team work will be the foundation of a community-driven Animal Care model.

MISSION STATEMENT:

"To promote and ensure excellence and professionalism in animal care through continuing education, effective networking, mutual support and the enhancement of the ability to provide quality, cost effective services to our residents and care to the animals in our county."

COMMITTEE STRUCTURE:

A maximum of seven (7) representatives will be invited to sit on the Committee:

- Four Members of the Public
- One representative from each of the following organizations:
 - Representative from a 501c "rescue group"
 - Veterinarian
 - **Representative** from the County Animal Shelter

The following resources shall be assigned to the Committee:

- The County Clerk (or alternate)
- Senior Animal Control Officer (or alternate)

The Committee may form sub-committees and working groups as may be necessary to address specific issues. The Clerk's Department does not provide secretarial support to these groups. These subcommittees and working groups shall draw upon members of the Committee as well as other external resources as deemed necessary.

QUALIFICATIONS:

Interested candidates will have:

- a keen interest in animal care within Union County; regard for the interest of all citizens; the ability to maintain and promote an appropriate atmosphere within Committee and subcommittee meetings;
- an understanding of the by-laws, statutes, and other regulations related to animals within the County; and
- the ability to commit the required time

APPOINTMENT PROVISIONS:

The specific organizations listed under the Composition Section nominate their representatives and the Board of County Commissioners makes those appointments as well as the "public" representative appointments.

Through advertisement on the County website, citizens are invited to apply for the Committee.

DURATION OF APPOINTMENT:

Committee members will be appointed for one and two year terms on a staggered basis.

CHAIRPERSON:

The Committee will appoint a chairperson amongst its members as part of the first official Committee meeting. This individual will serve in this capacity for one year.

MEETINGS AND LOCATIONS:

The Committee shall set their own meeting schedule to be a monthly standing meeting or at the call of the Committee Chair. Meetings will take place at the Government Center or at such other locations as may be deemed appropriate by the Committee

TASKS AND GOALS:

The Animal Care Committee will report to the Union County Board of Commissioners.

Typical duties of Committee members include:

- Advising on issues and concerns faced by animals within Union County, as well as the challenges presented to those assigned to address those issues and concerns;
- Advising on opportunities that have been identified within the community to improve animal care in Union County;
- Advising, consulting and reporting the findings and recommendations on matters from within the County and other jurisdictions that are directly related to the mandate of the Committee;
- Reviewing and making recommendations on solutions to improve animal care in Union County and how to promote such recommendations;
- Supporting, encouraging and being an ongoing resource to individuals, agencies, and the business community by educating and building community awareness about measures for improving animal care in Union County;
- participating in fund raising events designed to resource improved animal services care, including but not limited to reasonable veterinary services;
- becoming familiar with the by-laws, ordinances, statutes, and policies/procedures related to animals within Union County;
- becoming familiar with public views and concerns regarding animal care in Union County;
- becoming familiar with the implementation issues;
- participating in workshops and public events related to the proposed animal care related issues;
- providing community input on issues and options relating to animal care;
- providing comments and recommendations to the Union County Board of Commissioners as appropriate;

SCHEDULE "A"

Potential Questions to be Addressed by the Union County Animal Care Committee

A number of animal care issues, concerns and/or opportunities have been identified by the community and animal care/adoption services. Listed below are some of these items grouped in three categories.

1. Roles and Responsibilities of Service Providers in Union County.

Within the County the following categories of service providers (including volunteers) can be found:

- Towns (municipal government) Animal Care
- Animal Control
- Union County Animal Shelter
- Carolina PAWS
- Humane Society
- Veterinarians
- Independent Animal Rescue Groups
- Animal Groomers
- Pet sitters or other Animal Service Providers
- Concerned Citizens

Key questions to answer when considering roles and responsibilities include:

- What is the appropriate role (or roles) of the County for animal care? How should these roles be balanced/prioritized among other County responsibilities and in conjunction with the municipalities?
- How could the County fund or support animal care, public awareness, programs, etc. (e.g., revenues from licensing and identifying animals; determining the appropriate funding level from general taxes)?
- In light of fiscal pressures facing local government and the fact that the County's primary focus has been with animal *control*, how much support should local government provide to animal *care* as opposed to the private sector?
- What is the role for private funds and donations, fund raising, other sources of funds to offset program costs being incurred?
- How do we draw the lines to avoid duplication in services?
- What is the appropriate role of the community, stakeholders and other service providers (e.g., from coordination to networking, to enhance animal care and control services while avoiding duplication)?
- Is there a need to coordinate local roles and responsibilities (e.g., who does what and why)? Who should do this?
- Who should run outreach programs to educate pet owners and potential owners about responsible pet ownership?

2. **Animal Care**

A number of issues dealing with animal care have been raised not only in Union County but in many jurisdictions in North Carolina as well as nationwide. Key questions to answer when considering animal care include:

- If pet overpopulation is a big part of the problem (particularly cats) not only in Union County but across the State and the Country, who is responsible for bringing this under control?
- Pet sterilization programs (e.g., spay/neuter) have proven to be useful in reducing the number of animals and the county has implemented certain programs to aid in these programs. How, then, could this program be increased/improved locally? Who should pay for this program?
- What standards should be used to determine the humane treatment for animals (e.g., the role of euthanasia and the methods of euthanasia)?
- What are the appropriate levels of care for injured animals that do not have an easily found owner? Who should be responsible for this care?
- Should the County be more aggressive in licensing dogs and identifying cats? While the County currently offers micro chipping, is there a greater role for micro chipping animals and how would this impact service costs?

3. **Reuniting Pets with Owners, Adopting Animals**

Reuniting pets with their owners or finding homes for unwanted pets is very rewarding for all involved.

- How can we reunite more lost pets with owners?
- Is licensing (dogs), identifying (cats) and micro chipping either for the purposes of returning pets an effective approach? Is one approach better than the other?
- How do we increase the number of households that are willing to adopt a pet?
- To prepare some animals for adoption, are there socialization programs (in addition to the ones already provided by the County and other organizations) that can be implemented to provide assistance? Are the programs currently in place effective? Who should run these and how would the costs be covered?

SCHEDULE "B"

Services and Programs currently offered by the County

(To be completed by Animal Control)

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/18/2010

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

SUBJECT: Appointments to the Library Strategic Plan Steering Committee

DEPARTMENT: Library

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:
Martie Smith

TELEPHONE NUMBERS:

704-283-8184 x222 (office)

704-242-0180 (mobile)

DEPARTMENT'S RECOMMENDED ACTION: Appoint community members to the Steering Committee

BACKGROUND: The Library received a grant from the State Library to conduct a strategic planning process. A key component is a Steering Committee composed of representative members of public organizations, stakeholders and citizens who will assist the Library staff to develop vision and mission statements. After a citizen survey is conducted, the Steering Committee will establish goals for the next several years. Because the work has high public value, we ask that the Board of County Commissioners appoint the members of the Steering Committee.

The process will take approximately 6 months, November through April, with likely monthly meetings. A time investment of 12 to 18 hours would be expected of the members.

Recommended representatives include:

- Library Board members (will provide geographic representation)

- President of the Friends of the Library (Anne Stewart)

- Chamber of Commerce Board Chairperson or designee

- Economic Development Director or designee

- Superintendent of Schools or designee

- Wingate University Library Director

- SPCC Small Business Center Director or designee

- Employment Security Commission Director or designee

- 2 members of the Teen Advisory Board (we can provide names)

- Representative(s) of the African American community

- A current County Commissioner whose term will extend throughout the life of the process

An incoming Commissioner, if desired.

A representative of each Waxhaw and Weddington, if desired.

The County Finance Director and/or Interim Manager would be welcome participants, if their time allows.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

1. Library Board Members

- Gustavo Arevalo
- Karen Bowman
- Carolyn Braswell
- Valerie Gromlovits
- Tammy Norwood
- Starr Shaffer
- Margaret Sowden
- Lane Vickery
- Commissioner Kuehler (Ex Officio)

2. President of the Friends of the Library

Anne Stewart

3. Chamber of Commerce Board Chairperson

Pat Kahle

4. Economic Development Director or Designee

- Maurice Ewing

5. Superintendent of the School System or Designee

- Dr. Ed Davis

6. Wingate University Library Director

Amy Odom

7. SPCC Small Business Center Director or Designee

- Vince Holloman

8. Employment Security Commission Manager or Designee

- Judy Carpenter

9. Teen Advisory Board Members

- Marissa Grisham
- Shawn Linnen

10. Representative from the African American Community

- Phil Bazemore

11. A Current County Commissioner

12. An Incoming County Commissioner

13. A Representative from Waxhaw and Weddington Town Council if desired

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10-18-10

Action Agenda Item No. 15

(Central Admin. use only)

SUBJECT: Discussion of Health Benefits for Commissioners

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

ATTACHMENT(S): _____ **INFORMATION CONTACT:**
Alan Baucom

TELEPHONE NUMBERS: _____

DEPARTMENT'S RECOMMENDED ACTION: Staff defers to Commissioner Baucom for a recommendation. If the Board reaches consensus that a different approach to the structure of the Health Plan should be pursued, staff suggests that the matter be referred back to staff for further review and to draft appropriate changes to the plan for consideration by the Board at a later date.

BACKGROUND: Commissioner Baucom has asked that this item be on the agenda. The specific topic of discussion would be whether the County should continue to provide health insurance coverage for Commissioners. Under the current Health Plan the Board has the authority to make changes such that Commissioners would not be covered by the Plan. The Board could also decide, as an alternative, to allow Commissioners to choose to participate by reimbursing the County for Premiums.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10-18-10

Action Agenda Item No. 16
(Central Admin. use only)

SUBJECT: Discussion of Legal and Ethical Concerns

DEPARTMENT: Central Admin **PUBLIC HEARING:** No

ATTACHMENT(S): _____ **INFORMATION CONTACT:**
Alan Baucom

TELEPHONE NUMBERS:
704-753-4264

DEPARTMENT'S RECOMMENDED ACTION: Staff defers to Commissioner Baucom

BACKGROUND: Commissioner Baucom has asked that this item be on the agenda for discussion and consideration. Commissioner Baucom initially raised legal and ethical concerns regarding actions of former and current board members at the meeting of June 21st, and was advised that the discussion at that time was not on the agenda and should be placed on the agenda for July 19th. Commissioner Baucom provided an information package via email to Commission members on July 17th.

FINANCIAL IMPACT: N/A

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/18/10

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

SUBJECT: Memorandum of Agreement between Union County Health Department
and Union County Public School System

DEPARTMENT: Public Health

PUBLIC HEARING: No

ATTACHMENT(S):
LHD/Public School MOA

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:
704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Approve MOA

BACKGROUND: According to the NC Division of Public Health Child Health Agreement Addenda, the local health department maintains a written agreement with the local school district(s) within its service area. A written agreement (MOA) is required even if agency activities are limited to communicable disease control or environmental health activities. A copy of the MOA, signed by both agencies, is submitted to the Raleigh office, c/o State School Nurse Consultant, annually.

The MOA reflects joint planning and includes items listed below.

The program goals are developed collaboratively with representatives from both the local health department and the local education agency.

The roles and responsibilities include joint program planning and evaluation, communicable disease control and prevention activities, health education, identification and monitoring of children with health care needs that may interfere with learning, environmental health, access to health care, and emergency/disaster preparedness.

FINANCIAL IMPACT: N/A

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

UNION COUNTY - CONTRACT CONTROL SHEET

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

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2602

Party/Vendor Name: Union County Public Schools

Party/Vendor Contact Person: Linda Deese Contact Phone: 704-292-2503

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

Address: ~~500 N. Main Street~~ 400 N. CHURCH ST. City: Monroe State: NC Zip: 28110

Department: Health Amount: \$0

Purpose: Memorandum of Agreement for School Health Services

Budget Code(s) (put comma between multiple codes): N/A

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

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

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

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

Department Head's Signature: Phillip E. Tarr Date: 9/30/2010

Approval by Board **ATTORNEY**

Approval by Manager (less than \$20,000) This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No

Approval by Manager per authorization of Board

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

Approval by Manager subject to authorization by Board Date: Oct 8, 2010

Date Board authorization requested: 10/18/10

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 requirement for liability coverage but no min.

Hold Contract pending receipt of Certificate of Insurance limit stated. suggest \$1M

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

Risk Manager's Signature: Christy Rute Date: 10/4/10

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: _____

* Please make sure that the one w/ the ~~Signature~~ UCPS's original signature is returned to us. Thanks, CPR.



Instructional Programs

400 North Church Street
Monroe, NC 28112
Phone 704.296.1002 Fax 704.262.2171
www.ucps.k12.nc.us

Dr. Ed Davis – Superintendent

Board of Education

L. Dean Arp, Jr – Chairman
John Collins - Vice Chairman
John Crowder
Carolyn J. Lowder
Laura Minsk
Kimberly Morrison-Hansley
John Parker
David Scholl
Richard Weiner

**MEMORANDUM OF AGREEMENT
BETWEEN
UNION COUNTY HEALTH DEPARTMENT
AND
UNION COUNTY PUBLIC SCHOOLS
FY/SY 2010-2011**

This Memorandum of Agreement serves as an understanding between the Union County Health Department and the Union County Public Schools regarding the provision and monitoring of health services in the Union County Public Schools. This agreement establishes basic cooperative responsibilities of each entity.

The goal of this agreement is to maintain a healthy environment for students and school staff through collaboration and mutual support of the two agencies.

Objectives of the agreement include:

1. Prevention and control of outbreaks of communicable diseases.
2. Immunization compliance for both school staff and students.
3. Health promotion through education and consultation.
4. Provision of safe and sanitary school facilities.
5. Assuring that children have access to primary health/medical care.
6. Collaboration in emergency disaster preparedness and response.

The Union County Public Schools provide:

- School nursing services, including hiring, training, development, supervision, and dismissal of school nurses and related supervisory, budgetary, and support services.
- * Liability coverage for school nurses. **
- Medical oversight and standing orders for school nurses.
- Facilities and supplies for school nursing services.
- School health policies and procedures.
- Quality assurance monitoring and improvement.
- Maintenance of student health records.
- Data collection and reporting.
- Bloodborne pathogen training and management for all staff and students.

* \$1,000,000 Professional

Growing Possibilities...

** Upon request, Union County Public Schools will provide a certificate of insurance evidencing such coverage.

Int. _____

- Emergency training for staff, including CPR, first aid, and use of AEDs and EpiPens.
- Medication administration for students.
- Nurse participation in student services teams (e.g., IEPs and 504s).
- CLIA waiver for blood sugars.
- Case management of students with chronic diseases.
- Vision screening for children in grades 1, 3, 5, and 8.
- Hearing assessments (conducted by an audiologist).
- Primary responsibility for the School Health Advisory Council.

Administration, Supervision, Joint Program Planning and Evaluation

The Union County Public Schools will coordinate the activities of the School Health Advisory Council. The Union County Health Department will provide a representative for and actively participate in the School Health Advisory Council.

The Health Department will provide in-kind support and consultation in the health initiatives conducted by the Union County Public Schools to the extent that resources allow. The school nurses will take a lead and active role in determining the health needs of the school population, how these needs are being met in the County, and what needs to be done to address identified needs.

Health Screenings

The Union County Health Department will coordinate with the State to provide basic dental hygiene screening and education in the elementary schools. This service is provided by a dental hygienist licensed to practice in North Carolina. The dental hygienist is housed in the Health Department. Services provided include oral health assessments of all kindergarten and fifth grade students, dental education, dental health promotion, promotion and use of dental sealants, referral and follow-up, and data collection and reporting. The dental clinic at the Union County Health Department is a referral/service source for children who need dental care (Medicaid and Health Choice are accepted and others are charged on a sliding fee scale). School nurses who identify urgent and acute dental care needs will consult with the dental hygienist to find a local provider to provide urgent dental care. School nurses will also re-screen middle school students referred from mass screenings and refer students for care as indicated.

Identification and Monitoring/Access to Care

The school nurses will review all pre-kindergarten physical assessments and assess children who present with symptoms and determine the children who need health/medical care referrals to the appropriate care provider(s). The Union County Health Department is a source for primary health/medical care (Medicaid and Health Choice are accepted, others are charged on a sliding fee scale) for children who do not have a primary care provider; this service includes well and sick visits and extended hours appointment availability. The Health Department will provide training and consultation as needed regarding health issues such as requested.

Communicable Disease Control

The Union County Health Department will work closely with the school nurses to control all outbreaks of communicable diseases. Both the Health Department and the Schools will respond swiftly to prevent the spread of any communicable disease. The school nurses will assist in the investigation implemented by the Health Department's communicable disease control nurse in collecting data and transferring information to the Health Department in an expeditious manner.

The school nurses, school administration, and the Health Department will work collaboratively to inform parents of exposures and disease processes in an expeditious manner. The school nurses will dispose of sharps in accordance with current standards of practice and OSHA regulations. The Health Department will provide disposal of sharps containers for the Schools.

During the 2010-2011 school year, Union County Public Schools and Union County Health Department will explore the possibility of collaborating to provide Tdap vaccine to all students in the sixth grade in Union County. This would involve the Health Department acquiring and providing the vaccine from the State and the School Health nurses administering the vaccine.

The Union County Health Department shall maintain copies of childhood immunization records, including the Hepatitis B series, and shall grant access to these records to school nurses to ascertain whether students in the Union County Public Schools comply with state and federal immunization regulations. The school nurses of Union County Public Schools will audit immunization records of all newly enrolled students, referring to private care or the Union County Health Department those children found not to be in compliance with State immunization laws. Immunization records of students moving into the County will be reported by the school nurses to the Health Department. The school nurses will consult with Health Department nursing staff to determine immunization needs in unusual cases.

Health Education

The health educators of the Union County Health Department will work in unison with the school nurses and other school staff on health initiatives identified as beneficial to the students and School staff. Dialog will be ongoing between the two agencies to adapt to ever-evolving needs and issues.

Emergency/Disaster Preparedness

The Union County Health Department and the Union County Public Schools will have in place emergency and disaster plans specific to the needs of their respective agencies. In cases of emergency and disaster situations that involve both agencies, the Health Department and Schools will collaborate in the planning, response, and evaluation of all overlapping conditions. In cases of public health emergencies, the Health Department is the lead agency.

Environmental Health

In accordance with State laws, codes, rules, and regulations, the Environmental Health Division of the Health Department will conduct inspections of all schools, cafeterias, concession stands, after-school care programs, and any other area mandated. Training and consultation regarding these requirements will be provided by the Health Department as needed or requested. The Union County Public Schools will comply with all State laws, codes, rules, regulations, policies, and procedures to these inspections and will make immediate corrections to each area found to be deficient.

This agreement will continue and be binding upon both parties from July 1, 2010 until June 30, 2011. To the extent permitted by law, each party will defend, protect, indemnify, and hold harmless the other party from all claims and demands arising from services provided by that party.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed the date stated above.

Growing Possibilities.

Attest

Union County

Clerk to the Board of Commissioners

County Manager

APPROVED AS TO LEGAL FORM CPK

Attest

Union County Public Schools

My Belle
Witness

L. E. Davis, Jr.
Superintendent of Schools

Attest

Union County Health Department

Cynthia D. Jones
Witness

Phillip E. Tate
Health Director

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/18/10

Action Agenda Item No. 4/16
(Central Admin. use only)

SUBJECT: Conversion of Requisition to Purchase Order-Spex Forensics

DEPARTMENT: Sheriff's Office

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:

Capt. Steve Simpson

TELEPHONE NUMBERS:

704-283-3578

704-400-4584

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

BACKGROUND: Item requested is a desktop AFIS/APIS Automated Fingerprint Identification System which is critical for the accurate searching and matching of fingerprints and palm prints. Purchase will be paid from approved Justice Assistance Grant funds.

FINANCIAL IMPACT: Funding for the equipment comes from the Sheriff's Justice Assistance Grant, which has been appropriated by the BOCC. Cost of the equipment is \$36110.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

13/16" W X 36 7/16" D X 36" H @

Each

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-----
Bill To                               Requisition 00000133-00  FY 2010
UNION COUNTY SHERIFF'S OFFICE        PO              00100211
3344 PRESSON ROAD                    Acct No: 31 -20-5-431-30-5290 -1051
ROBIN HUNTER 704-292-2694            Review:
MONROE, NC                            Buyer:
                                     28112          Status: Converted
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Page 2

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Vendor                                Ship To
PATTERSON POPE                       UNION COUNTY SHERIFF'S OFFICE
3001 NORTH GRAHAM STREET              3344 PRESSON ROAD
PO BOX 1070                           ROBIN HUNTER 704-292-2694
                                     MONROE, NC 28112
CHARLOTTE, NC 28206
-----

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Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department
-----
09/18/09    | 028101       | 09/18/09    |          |       | LAW ENFORCEMENT ADMIN/OPERT
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LN Description / Account                               Qty    Unit Price    Net Price
$900 (1) 05-42 MODULE-OVERSIZE
CLOSED BACK 69 7/16" W X 16 7/8" D
X 42" H @ $1095.19 (16) RMS 12-5 5
PK OVERSIZE SIZE SHELVES $33.
75/EA=$540
Additional Description Notes
-----
(1) EST. FREIGHT @ $229.47
(1) HANDLING @ $25
(1) INSIDE DELIVERY @ $100
(1) INSTALLATION @ $258.82
(1) COST TO ADD SLIDING DOORS IS
$115 PER CONSOLE, OR A TOTAL ADDITIONAL
COST OF $230.00
VERTICAL SIDES WILL BE DOVE GREY 002
TABLETOP WILL BE GREY GLACE 025
31 -20-5-431-30-5290 -1051                                3378.48

```

Bid Number: 0

Requisition Total 39488.48

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

Account	Amount	Remaining Budget
10 -20-5-431-30-5550 -1064	36110.00	.00
LAW ENFORCEMENT ADMIN/OPER		
31 -20-5-431-30-5290 -1051	3378.48	10673.38
LAW ENFORCEMENT		
OTHER EQUIPMENT		
TOOLS AND SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	09/23/09	Dept413: Lee Lesslie	
Approved	09/23/09	Dept431: Rose Phifer	
Approved	09/23/09	Dept431: Jean Hart	Auto approved by: rphifer
Approved	09/23/09	Dept431: Steve Simpson	Auto approved by: rphifer
Approved	09/23/09	Dept431: Robin Hunter	Auto approved by: rphifer



HORIBA Jobin Yvon Inc./ SPEX Forensics Division
3880 Park Avenue, Edison, NJ 08820-3012, USA
E-mail: questions@mail.crimescope.com Web: www.crimescope.com
Tel: +1-732-623-8335 Fax: +1-732-628-8273

SOLE SOURCE SPECIFICATIONS – PrintQuest[®] AFIS/AFIS

This is to certify that HORIBA Jobin Yvon Inc./SPEX Forensics Division is the only company which manufactures and sells a desktop AFIS/AFIS Automated Fingerprint Identification System with the following salient specifications which are critical for the accurate searching and matching of fingerprints and palm prints:

- The PrintQuest AFIS System is the only Desktop AFIS system to run Linux for stability, reliability and security
- PrintQuest is the only desktop AFIS system with a fully integrated IAFIS communications interface; which does not require the use of a 3rd party software
- PrintQuest can input, search, and match latent print images that are not 1:1 and without the use of a scale or rule. Method is based on the fingerprint ridges and their spacing within the latent image; no other desktop system has this feature.
- PrintQuest's comparison module uses multiple parameters in searches: Minutiae points, skeleton including ridge count from each point to neighboring points, and ridge flow vectors; no other desktop AFIS system uses all three parameters.
- PrintQuest scans and processes ten print cards and latents with 16-bit grayscale depth of image.
- PrintQuest scans, stores and searches palm prints without dividing them into segments.
- PrintQuest can accept Ten-print and palm cards from LiveScans at any location.
- PrintQuest runs automatic reverse searches on any latent or known entered into the system. All entered prints are searched against any other fingerprint entered in the system before it.



SPEX Forensic Division

3880 Park Avenue, Edison, NJ 08820-3012 Tel 732-623-8336 Fax: 732-623-8273
www.crimescopes.com

Reg #133

732-623-8205

Name: Charly Ingram
Company: Union County Sheriff
Address: 3344 Presson Rd
City, State Zip: Monroe, NC
Tel: (704) 283-3844
Fax:
email:

Date: 08/13/2010
Quote#: WHIR-7W7SKU
Delivery: 45-60 Days ARO
Payment Terms: Net 30 days
Validity: 30 days, Terms and conditions attached
F.O.B. Edison NJ

Item	Part Number	Description	Price	Qty	Extended
1	AFIS-IPC	<p>PRINTQUEST AUTOMATED FINGERPRINT/PALMPRINT SYSTEM. (UNLIMITED DATABASE) INCLUDES THE FOLLOWING:</p> <p>Dell Precision WS 390, Intel™ Core®2 Duo 2.66GHz/1066MHz/2MB, 1GB RAM, 3.5" FDD, 2 X 160Gb Serial-ATA HDD + External 250G, Video card 128Mb, Gigabit Ethernet adapter, 48x D-RW/DVD Combo drive, KB, mouse, mouse pad, Dell Ultra Sharp 20" 20007FP Flat Panel. Scanner Epson Perfection V700 Photo, EPSON Inkjet Printer, APC SMART-UPS SC 620VA.</p> <p>FACTORY SET-UP AND TEST, Microsoft Office Small Bus., Antivirus, Speakers, Sound card UNLIMITED AFIS & APIS LICENSE FOR DESKTOP PC using Minutiae and Full Skeleton in searches, capable of searching calibrated and un-calibrated latents.</p> <p>EFTS FILE FORMAT COMPATIBILITY, IAFIS Integrated Interface, Integrated ImgTool Enhancement software</p> <p>RED HAT LINUX OPERATING SYSTEM CONFIGURED, DUAL BOOT CAPABILITY WITH WINDOWS XP INCLUDED, MODEM FOR REMOTE FACTORY SUPPORT AND UPGRADES.</p> <p>3.5 DAY ON-SITE TRAINING AND INSTALLATION WITHIN 4-5 WEEKS AFTER DELIVERY.</p> <p>ENTRY OF 500 TEN PRINT AT FACTORY</p>	\$30,500.00	1	\$30,500.00
2	LS-INTERFACE	<p>Description: PrintQuest AFIS Interface to customer's livescan system through their local network connection. Ten-print/Palm cards from the Livescan needs to be compliant with EFTS specification. NOTE: Please check with your Livescan vendor if they require any interface set up fee.</p>	\$995.00	1	\$995.00
3	PQ-CONNECT	<p>Print Quest System connection -Will allow one PrintQuest System to access database of specified external PrintQuest system.</p>	\$995.00	1	\$995.00



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www.crimescopel.com

Subtotal	\$32,490.00
Shipping, Packing & Handling	\$625.00
TOTAL	\$33,115.00

OPTIONS					
1	IAFIS-INTER	PrintQuest IAFIS Interface On-Site Setup and Training for 1.5 days	\$2,995.00	1	\$2,995.00

NOTE: Please be sure that FBI and Your State Police have been contacted and authorized this connection prior to ordering.
IAFIS is for fingerprints only, palms are not supported.

Please reference this quotation number and fax all purchase orders to the attention of Maryann Ingenito, Forensics Sales Coordinator at Fax # 732-623-8273

Walter Hiller
Forensic Sales Engineer
SPEX Forensics Division of HORIBA Jobin Yvon, Inc.

BUSINESS CONFIDENTIAL: CUSTOMER USE ONLY



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HORIBA JOBIN YVON INC. CONDITIONS OF SALE

1. Scope: ALL SALES OF SELLER ARE AND SHALL BE SUBJECT TO THESE CONDITIONS OF SALE WHICH TAKE PRECEDENCE OVER ALL OTHER TERMS AND CONDITIONS. SELLER REJECTS ALL ADDITIONAL, CONTRARY OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY PURCHASER, AND NO ADDITIONAL, CONTRARY OR DIFFERENT TERMS AND CONDITIONS SHALL BE BINDING ON SELLER, UNLESS SPECIFICALLY ACCEPTED AND AGREED TO BY SELLER IN WRITING.

2. Terms of Payment: Unless otherwise specified, Payment Terms are thirty-five percent (35%) with order, sixty percent (60%) upon delivery, five percent (5%) upon acceptance. Payments of the initial and delivery amounts shall be due at the time the order is placed and upon delivery, respectively. Payment of the acceptance amount shall be made in full within thirty (30) days from the date of the invoice. A monthly service charge of one and one-half percent (1-1/2%) shall be added to balances extending beyond thirty (30) days. No installation (where applicable) will begin nor support services be rendered until all moneys are received and Seller shall have no liability or obligation under any Warranty while Purchaser is delinquent as to any payment due to Seller. If shipment is deferred at Purchaser's request, payment shall nevertheless be due after notice to Purchaser that the products are ready for shipment. Reasonable storage charges shall be paid by Purchaser after seven (7) days unless prior agreement was made set forth in writing and signed by an officer of Seller.

3. Title: Purchaser shall be liable for payment in full of the purchase price of all products, applicable taxes and other charges payable hereunder, and the risk of loss of the products shall pass to Purchaser as soon as they have been delivered by Seller to the carrier. However, title to such products shall remain with Seller, and shall not pass to Purchaser until the price specified has been paid in full. Purchaser agrees to execute within three (3) days of a request by Seller any documents required by Seller to perfect Seller's title to the products.

4. Delivery shall be F.O.B. Edison, N.J., or Port of Entry (POE) for imported products, unless otherwise specified. All delivery and handling charges shall be paid by Purchaser and Purchaser shall be responsible for providing insurance once the products are turned over to the carrier.

5. Inspection at Factory: Orders are accepted based on inspection and acceptance at Seller's plant. Upon Purchaser's request, Seller will furnish a report to Purchaser that the products were inspected and tested and were found to have met specifications.

6. Delivery: Unless otherwise specified, products ordered will be shipped from Seller's plant within three (3) months of receipt of order. Seller will use commercially reasonable efforts to effect shipment on or before the date indicated. Seller shall not be liable for delay in performance or inability to perform occasioned by any unforeseen conditions or circumstances beyond Seller's reasonable control, including, but not limited to, strike, embargo, government regulation, Letter of Credit delays, war, terrorist act or inability to obtain materials or services. If performance by Seller is delayed by reason of any such unforeseen conditions or circumstance beyond its reasonable control, Seller shall notify Purchaser, and the time for performance by Seller shall be extended for the period of such delay. Delays in delivery shall not be grounds for cancellation of order or reduction of purchase price.

7. Quotations and Prices: Unless otherwise specified, each quotation is firm for thirty (30) days.

8. Tax payment: Any tax imposed by any federal, state or other governmental authority on the sale of Seller's products, and export and other tariffs, duties and customs, shall be paid by Purchaser in addition to the purchase price. Notwithstanding anything to the contrary herein, if no sales tax is charged by Seller and the item is subject to sales tax in Purchaser's state, it is Purchaser's responsibility to, and Purchaser shall, pay such tax or reimburse Seller for any such tax paid by Seller upon receipt of Seller's invoice therefor.

9. Cancellation. An order once placed with and accepted by Seller can be canceled only upon Seller's written agreement. In cases where Seller agrees to cancel an order, Purchaser agrees to a minimum cancellation fee of twenty-five percent (25%) of the purchase price. Purchaser will be responsible to pay the full selling price, restocking fee or cancellation fee, whichever is appropriate, of Special or Custom products purchased by Seller to fulfill the delivery of products ordered under this Agreement.

10. Warranty. Seller warrants that for a period of one (1) year from the date of delivery of the products, or as described below, that all components manufactured and delivered by Seller will be free of manufacturing defect in material and workmanship. This warranty is predicated on door-to-door delivery in an air-ride van or the warranty is null and void. Seller reserves the right to refuse shipment in a non-air-ride vehicle. Notwithstanding the above, a warranty period of only ninety (90) days shall apply to data processing equipment included as part of a system, such as computer, disk drives, printers, and the like. Seller makes no warranty with respect to components which, by their nature, are normally required to be replaced periodically consistent with normal use or maintenance, or as listed elsewhere in the applicable quotation. The above warranties do not cover components manufactured by others and which are separately warranted by the manufacturer. Seller shall cooperate with Purchaser in obtaining the benefits of the warranties by manufacturers of such items but assumes no obligation with respect thereto. This warranty shall not apply to any Seller-manufactured components that have been repaired or altered by anyone not authorized by Seller in writing. The warranty shall not apply to any components subjected to misuse due to negligence, adverse environmental conditions (refer to the specifications found in the pre-installation guide, user manual, and/or literature), or accident, nor to any components which are not operated in accordance with the printed instructions in the operation manual or good engineering and/or optical and/or electrical practice. Time, materials, and expenses shall be billed to Purchaser at the rates then in effect for non-contract purchasers on any repairs or replacements not covered by the above warranties. Seller's entire liability, and Purchaser's exclusive remedy, with respect to any breach by Seller of the foregoing warranties is limited to, at Seller's discretion, (a) the return and refund of the purchase price paid, or (b) repair or replacement at Seller's factory of the products purchased, or any component thereof, which Seller has determined to be defective after inspection at Seller's factory. All defective items replaced pursuant to the above warranty become the property of Seller. Costs of shipping both defective items and replacements, therefore, shall be the responsibility of, and paid by, Purchaser.

THE ABOVE WARRANTIES ARE GIVEN EXPRESSLY IN LIEU OF ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE. SELLER'S PERFORMANCE THEREOF SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF SELLER WHETHER BASED ON CONTRACT, NEGLIGENCE OR OTHERWISE WITH RESPECT TO OR ARISING OUT OF



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SELLER'S PRODUCTS. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES.

The limitation on damages set forth above shall apply to all aspects of these Conditions of Sale and to any other documents to which these are attached or in which these Conditions of Sale are incorporated, including, without limitation, to Seller's obligations hereunder and thereunder. Seller shall have no liability or obligation under any warranty if Purchaser is delinquent in making any payment due to Seller.

11. Remedies of Purchaser: Purchaser may cancel an order if Seller has materially breached this Agreement and any money paid to date will be reimbursed (subject to the limitations set forth herein). The foregoing shall be the exclusive remedy of Purchaser for any breach of Seller, other than Seller cancellation.

12. Remedies of Seller: If Purchaser fails to pay the purchase price for products or services ordered or any other amount payable with respect thereto as it becomes due or wrongfully rejects the products or services or any part thereof, then Seller shall have the right to recover, in addition to the purchase price of the said products and services and all other amounts payable in connection therewith, all costs incurred by Seller in recovering moneys due. In addition to the foregoing and all other remedies that Seller may have hereunder or by law, Seller without notice (a) may bill and declare due and payable all amounts payable with respect to products under this or any other agreement or contract between Seller and Purchaser and/or (b) may suspend shipment hereunder and under any other agreement or contract between Seller and Purchaser until such default, breach or rejection is cured and/or (c) may cancel any undelivered portion of this and/or any other agreement or contract between Seller and Purchaser in whole or in part (provided that Purchaser shall remain liable for all products delivered and for damages) and/or (d) may offset any liabilities owed to Purchaser as part of this or any other agreement or contract between Seller and Purchaser.

13. Ability of Seller to Perform: Seller has the option to reject or cancel an order with no penalty if for any reason it becomes impractical or impossible to manufacture the ordered products.

14. Patents and Copyrights: If any item in Seller's products sold hereunder when used for their normal purposes are charged with an infringement of a United States patent issued on or before the date of this Agreement and if Purchaser has given prompt written notice of this charge, Seller at its option (a) shall obtain for Purchaser the right to use such item, free of charge, or (b) shall substitute for such item another equally suitable item, or (c) at Seller's expense shall institute or defend any suit or legal proceeding which may arise as a result of such charge and in any such suit or legal proceeding shall satisfy any final award for such infringement. Seller's obligations hereunder are subject to the conditions that the charged infringement not arise from the combination of the items furnished with other equipment or devices not furnished by Seller, or from modification or alteration of the equipment, or from the use of the equipment in the performance of any patented process. These provisions set forth Seller's entire responsibility for any claim or charge of patent infringement against Purchaser.

15. Copying of Replicating Products: The products sold are for Purchaser's individual use and may not be copied or replicated. Purchaser shall be liable for all damages, including loss of anticipatory profits, incurred by Seller as a result of such conduct.

16. Safety Obligations: Purchaser shall use safe operating procedures in the use of all products supplied by Seller, including Material Safety Data Sheets supplied with any chemicals that may be supplied, and the use of all safety devices and guards when operating equipment, and Purchaser shall maintain the same in proper working order. If Purchaser fails to observe the obligations contained in this paragraph, Purchaser agrees to indemnify and hold Seller harmless from any liability or obligation incurred by Seller arising out of Purchaser's use or misuse of any such products, including, without limitation, to persons injured directly or indirectly in connection with the use or operation by Purchaser of the products. The foregoing indemnification shall in no event be deemed to have expanded Seller's liability for the products.

Seller's products are not for any cosmetic, drug, food, or household application. A condition of Seller's acceptance of a purchase order is that only qualified individuals, trained and familiar with procedures suitable for the products ordered, will handle them.

17. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by the laws of the State of New Jersey. Each of Purchaser and Seller hereby irrevocably submits to the non-exclusive jurisdiction of any New Jersey State court or any Federal court located in the State of New Jersey as to any suit, action or proceeding arising out of or relating to this Agreement, and each also hereby agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any suit, action or proceeding in any New Jersey State court or any Federal court located in the State of New Jersey may be made by certified or registered mail, return receipt requested, directed to Purchaser or to Seller, as the case may be, to the respective address indicated in this Agreement, and service so made shall be complete five (5) days after the same shall have been so mailed.

18. Entire Agreement: This Agreement contains the final and entire agreement between Seller and Purchaser and no understanding, representations, agreements, modifications, alterations or additions shall be effective unless in writing signed by Seller and Purchase.

CRIME SCENE 2

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FAX: 913-764-1001

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AFIS-APIS System for a Dbase of 3000 people/cards
DELL DESKTOP MINI-TOWER PC, 2GHz PROCESSOR, 19inch MONITOR, 256Mb RAM, 30Gb HDD x 2, FLOPPY DRIVE, CD-RW, 56Kb MODEM CARD, INK JET PRINTER FOR SIDE-BY-SIDE PRINTOUTS, SCANNER, UPS, FACTORY SET-UP AND TEST, PRINTQUEST AFIS-APIS LICENSE LIMITED TO 3K PEOPLE (7 Searches including 3 for Palms).

EFIS FORMAT COMPATIBILITY, IAFIS INTERFACE (Just call FBI to get the Encrypted Modem and you'll be able to SEARCH Latents in the FBI Database), Red Hat Linux O.S. for low maintenance Requirements, Stability, Security, Dual Boot capability with WIN XP. SAME SOFTWARE CAPABILITIES AS MAINFRAME AFIS. NOTE: This low cost AFIS includes TWO Backup techniques for the critical AFIS-APIS Database: - CD-RW allows the Database to be stored outside the PC (CD-RW control is integrated in PrintQuest Software)-

A second Hard-Disk is included and a PrintQuest backup function includes backup of the Full Database on this second hard disk. (Chances for two hard-disk simultaneous failures are as low as they are in Large AFIS systems using Raid-5 set-ups). Included with System: 2 DAY INSTALLATION + TRAINING ON-SITE. (Within 3-5 weeks after delivery) 3 EVENTS UNDER WARRANTY: Modem Factory Remote Support and Phone Support on our 800 Line.

AFIS-APIS system for a Dbase of 5000 people/cards
CALL 800 657-SPEX FOR PRICING

AFIS-APIS system for a Dbase of 7500 people/cards
CALL 800 657-SPEX FOR PRICING

AFIS-APIS system for a Dbase of 10,000 people/cards
CALL 800 657-SPEX FOR PRICING

AFIS-APIS system for a Dbase of 45,000 people/cards
CALL 800 657-SPEX FOR PRICING

AFIS-APIS system for a 50K people Dbase
CALL 800 657-SPEX FOR PRICING

AFIS-APIS system dual searching CPU for a 75K people Dbase
CALL 800 657-SPEX FOR PRICING
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**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 4/1c

(Central Admin. use only)

SUBJECT: Internet Service Provider

DEPARTMENT: Information Systems **PUBLIC HEARING:** No

ATTACHMENT(S):
Time Warner Cable Addendum

INFORMATION CONTACT:
Carl Lucas

TELEPHONE NUMBERS:
704-292-2520

DEPARTMENT'S RECOMMENDED ACTION: Approve

BACKGROUND: Presently Union County has a 10 meg connection from Time Warner Cable to provide for internet communications. This change in service from Time Warner Cable will increase the bandwidth from 10 megabit to 25 megabit. The County also presently has two T1 lines for internet communications, which are being replaced with a 100 megabit service from TW Telecom. The County has always had redundancy for its internet communications. The County will still have redundancy through two different providers.

FINANCIAL IMPACT: The monthly charge for the service will have no increase to the budget. Presently the County is paying \$1,400.00 per month for the 10 megabit service and the cost of the 25 megabit service will be \$1,250.00 per month.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

From: Carl Lucas/UnionCounty
To: Lynn West/UnionCounty@UnionCounty
Date: Tuesday, October 05, 2010 12:36PM
Subject: Fw: Time Warner

Lynn,

I'm forwarding an email from legal and also attaching to this email, an agenda abstract for the Time Warner addendum.

Hope it's not too much trouble.

Thanks.

-----Forwarded by Carl Lucas/UnionCounty on 10/05/2010 12:37PM -----

To: Carl Lucas/UnionCounty@UnionCounty
From: Courtney P Ritchie/UnionCounty
Date: 10/05/2010 11:04AM
cc: Jeff Crook/UnionCounty@UnionCounty
Subject: Time Warner

Carl,

I believe that you and I spoke about the proposed Time Warner Cable Addendum for internet access. Because it will result in a decrease in the monthly cost of the current contract, I advised that it would not need to go to the Board. However, in reviewing it, I realized that it also extends the contract's term for a fixed 36 month period, which means that the addendum results in an overall increase in what the County will spend under its contract with Time Warner. I apologize for not thinking of this when we spoke, but given this increase in term, I think we will need to ask for Board authorization. I believe the agenda deadline for abstract submissions for the 10-18 Board meeting is tomorrow.

Also, the proposed addendum, and the documents that it incorporates (e.g. contract executed by the County on 12/7/04) are marked proprietary and confidential. Since these documents (attached to this e-mail) will need to be included with the Board of Commissioners' agenda which is publicly disclosed (e.g. available on the County's website), we will need Time Warner Cable's written consent to disclose these documents. If you could please contact Time Warner Cable and attempt to obtain this consent, I would greatly appreciate it. Please send them the attached documents so that they will know what will be released.

Thank you,

Courtney

Attachments:

Time Warner Addendum A-
2.pdf

Time Warner Contract.pdf

TimeWarner.doc

**TWC Business Class Optical Access Addendum A-2 to Contract Executed 12/7/2004
by Union County (attached)**

This Business Class Optical Access Service Agreement is made by and between Time Warner Cable, Charlotte Division ("TWC") and the Customer below ("Customer"). TWC Contract# 00231043

Customer: Union County NC		Contact: Carl Lucas
Address: 500 N Main St		
City: Monroe	State: NC	Zip: 28112
Telephone #: 704-292-2520	Fax #:	E-mail: ducas@co.union.nc.us

TWC: Time Warner Cable		Contact: John Moore
Address: 101 Innovation Ave		
City: Morrisville	State: NC	Zip: 27560
Telephone #: (919) 573-7308	Fax #: (919) 882-8024	E-mail: john.moore2@twcable.com

Services: Subject to the terms and conditions under Contract executed by Union Co on 12/7/2004 and TWC on 1/7/2005, TWC shall provide Customer with a dedicated 25Mb Internet connection via a Metro Ethernet fiber optic network connection as detailed in Exhibit A. Includes 29 public IP addresses. Customer must purchase any additional capacity separately.

Monthly Recurring Fees: \$1250 **Installation:** NA

The fees set forth above do not include applicable taxes and other similar charges (as described more fully in the Time Warner Cable Business Class Optical Access Service Agreement Terms and Conditions) which may be part of the fee charged by TWC hereunder and which shall be the responsibility of the Customer as set forth in this Agreement.

Term of Service: 36 months from date of execution by Customer

CUSTOMER:

By: _____
Name: _____
Title: _____
Date: _____

TWC

By: _____
Name: David Lynch
Title: Vice President Sales
Date: _____

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EXHIBIT A

Union Co	500 N Main St	Monroe, NC	25M	\$ 1250

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Introduction

The following is a detailed proposal for providing dedicated high-speed data transport for Union County Government utilizing Time Warner Cable's Fiber Optic network. The Metropolitan Area Network (MAN) would provide point-to-point connections from their main office to all locations within the Time Warner Cable service area. This solution will give Union County Government the following benefits:

- Scalability to meet bandwidth demands from increased use of computer technology
- Ability to run multiple application/services between the sites maximizing the value of the Local Area Network infrastructure by creating a Metropolitan Area Network
- Ability to run advance technology such as video streaming and Voice over IP
- Network Availability - 99.95%

Customer Information

Contacts

Carl Lucas, Director
Information Systems/Technology Department

Minor Flyler, Director
Communications Department

Barry Wyatt, Director
General Services Department

Site Locations

500 N. Main St., Monroe
1344 Presson Rd., Monroe

About Time Warner

Time Warner Cable owns and manages the world's most advanced, best-clustered cable television operations, with 90 percent of its 10.5 million customers in systems of 100,000 subscribers or more. It is one of the largest providers of 24-hour local television news channels including New York 1 in New York City, and News 14 Carolina in Charlotte. It is a division of AOL Time Warner Inc., the world's first Internet-powered media and communications company whose industry-leading businesses include interactive services, cable systems, publishing, music, TV networks and filmed entertainment. The Charlotte Division serves over 395,000 customers in eight systems between Shelby, Salisbury and Rockingham, North Carolina.

Proposed Solutions

TWC will build single-mode fiber to the two sites listed above and in Exhibit B. TWC will build fiber to the specific location within the building designated by Union County Government personnel. TWC will provide Fiber to Ethernet media converters with 10/100 BaseT to which the LAN infrastructure can be connected.

Construction Time

TWC Engineering department estimates that this project will take approximately ninety (90) days to complete. Construction may be delayed for reasons of Force Majeure. TWC is responsible for the configuration, purchasing, installation, maintenance and support of the hardware, software, cabling, and other network components from the fiber network to the 10/100/1000 BaseT Ethernet port. Union County

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10/01/01 (01/01/01) 10/01/01

is responsible for the purchasing, installation, maintenance and support of all hardware, software, cabling, and other network components connected to their local area networks.

Union County Government shall be responsible for:

- Installation, maintenance and support of all components of their local area network beyond the TWC provided media converter(s)
- Installation, maintenance and support of the selected Ethernet hubs/switches, cabling, etc.
- First level technical support for end users
- Providing a single point of contact for coordinating technical support with the TWC customer care group

Pricing

Installation charges will not exceed \$1500/site and monthly recurring charges will remain the same for the term of the contract. New sites will be added to the existing agreement with only the charge of the installation fee and the addition of the monthly recurring charge associated with the service choice. New sites will be added to the agreement for terms no less than 12 months. Construction analysis will have to be done for all new sites.

Pricing

- | | |
|---|---|
| 1) Construction Cost
(2 Strands of Single Mode fiber to each site) | \$ 0 |
| 2) Installation Fee (Due-at-contract-signing)- | \$1000/site - Total Installation Fee \$2000 |
| 3) Proposed Solution Pricing | |
| a) Sheriff's Office, 3344 Presson Rd. | 5 Mbps Point to Point \$550 |
| b) Courthouse, 500 N Main St | 5 Mbps Point to Point \$550 |
| | Total Monthly Fee \$1100 |
| 4) Additional Bandwidth Monthly Fee Per Connection for Metropolitan Area Network
(chargeable only if selected by Customer) | |
| a) 5 Mbps Point to Point | \$550 |
| b) 10 Mbps Point to Point | \$800 |
| c) 25 Mbps Point to Point | \$1300 |
| d) 50 Mbps Point to Point | \$1800 |
| 4) Monthly Fee for Internet Access Via Fiber (chargeable only if selected by Customer) | |
| a) 3 Mbps Internet Connection | \$990 |
| b) 5 Mbps Internet Connection | \$1320 |
| c) 10 Mbps Internet Connection | \$1600 |
| d) 30 Mbps Internet Connection | \$3070 |

AIA
Inst. MS

AIA
Inst. MS

AIA
Inst. MS

Terms and Conditions

The initial term of the proposed agreement will be 3 years. The agreement will automatically renew for additional 1-year terms unless terminated in writing by either party by giving 90-days notice to the other party prior to the expiration of the then current term. Price increases will not happen until after the initial contract term expires. Price increases are capped at 5% per year.

The point-to-multipoint connections are scalable to 1 Gbps. During the term of this agreement the client may request an increase in bandwidth on any connection. The monthly recurring charge for the bandwidth changed will increase in accordance with the cost outlined in the Pricing of Proposed Solution section of the proposal. The client will provide TWC a written request for the change in service. The service change will occur within 2 to 3 business days after the receipt of the written notification. The change in bandwidth will not increase the term of the agreement.

DIA
MS
Inc.

Dedicated Access Service Agreement

This Dedicated Access Service Agreement (the "Agreement") is entered into as of this _____ day of _____, 2004 (the "Effective Date"), by and between Union County Government with offices located at (See Exhibit B) ("Customer") and the Charlotte Division of Time Warner Cable, with offices located at 3148 West Alexander Rd., Charlotte, NC 28227, "TWC". In consideration of the mutual promises and agreements made herein and intending to be legally bound, the parties agree as follows:

- SERVICE.** Subject to the terms and conditions of this Agreement, TWC shall provide Customer with a dedicated "Dedicated Access" service connection between Customer's facility and TWC's (or a TWC affiliate's) facility as further described on Exhibit A attached hereto (the "Facilities"). TWC shall use commercially reasonable efforts to provide the Service 7 days a week, 24 hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control. TWC's provision of the Service is subject to availability.
- INSTALLATION.** Customer shall obtain and maintain throughout the Term (as defined in Section 5 below) such permits (including without limitation landlord and local owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, upgrade and maintain the Service and Equipment as contemplated herein at Customer's facilities. Customer shall permit TWC to access the Customer facilities at any time as needed to install, configure, upgrade, maintain or remove the Equipment and other service components collocated at Customer's facilities. Customer shall make and maintain throughout the Term all site preparations necessary to permit the installation, maintenance, and operation of the Service and any Equipment (as defined below) as specified by TWC. Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with a mutually agreed upon schedule. TWC shall provide Customer with a completion notice ("Completion Notice") upon completion of the installation of the Service. Interconnection of the Service and Equipment with Customer's equipment will be performed by Customer.
- SUPPORT & MAINTENANCE.** TWC shall use commercially reasonable efforts to maintain the TWC provided and installed cabling, Fiber to Ethernet media converters and other TWC-identified equipment, if any, (collectively, the "Equipment") used by TWC to provide the Service. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided to Customer's help desk personnel only. Customer is responsible for interfacing with its employees and end users. In no event shall TWC be responsible for providing such support for any network, equipment or software not provided and installed by TWC under this Agreement or for issues or problems beyond its direct control. Customer agrees to provide routine operational Service support for Equipment and service components collocated at Customer's facility, including without limitation by performing software, as requested by TWC.
- CUSTOMER OBLIGATIONS.** Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations, the terms of this Agreement, and any Terms of Use (which are incorporated herein by this reference). "Terms of Use" means all Service policies, including without limitation acceptable use policies, and other terms and conditions established by TWC and available on the TWC web site, or may be modified from time to time by TWC. Customer agrees not to retransmit or make any use of the Service other than for Customer's internal business purposes. Customer agrees to use the Service solely for data services. Customer shall maintain the Equipment free and clear of all lines and encumbrances and shall be responsible for loss or damage to the Equipment while at Customer's facilities. As between the parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service, which use shall be deemed Customer's use for purposes of this Agreement; and (b) all content that is stored or transmitted via the Service. Customer shall not upload, post, transmit or otherwise make available on or via the Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, harassing, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, that is obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation. TWC may remove, or demand the removal of, content that in its judgment violates these standards. Customer agrees to conform its equipment and software to TWC's then-current network specifications and system requirements for the Service.
- TERM.** The Agreement shall be in effect for the Initial Term of Service set forth on Exhibit A, and unless terminated earlier in accordance with this Agreement, shall thereafter automatically renew on an annual basis unless either party notifies the other party at least thirty (30) days prior to the expiration of the then-current term of each party's latest not to renew (the Initial Term and any renewal term collectively referred to as the "Term").
- PAYMENT.** Customer agrees to pay TWC the one-time Service installation fee and monthly recurring Service fee (collectively the "Service Charges") set forth on Exhibit A in accordance with the following payment terms: Service Charges will be billed to Customer monthly in accordance with TWC's regular billing schedule and are payable within thirty (30) days after the date of invoice. Customer shall be responsible for all tax, sales and other taxes and governmental charges applicable to the Service (which taxes and charges are not included in the Service Charges), except for taxes payable on TWC's net income. TWC shall have the right to increase Service Charges after the Initial Term upon thirty (30) days advance written notice.

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CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT ANY ~~DATA TRANSMISSIONS OR SERVICES GUARANTEED IN ANY FORM~~. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE INTERNET MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE UPLOADING, DOWNLOADING OR OTHER TRANSMISSION OF SUCH MATERIALS AND/OR DATA. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT, AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

JAA
Int.

12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF TWC TO CUSTOMER FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER.

13. **NOTIFICATIONS.** Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Federal Cable Communications Act (the "Cable Act") and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Subscriber Privacy Notice provided by TWC in writing, which is incorporated herein by reference. Customer acknowledges receipt of the Subscriber Privacy Notice. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation or by the American Registry for Internet Numbers ("ARIN") or any similar agency. In addition to notices and disclosures specifically authorized by law or statute or authorized otherwise in this Agreement, TWC shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such notices or disclosures.

14. **FORCE MAJEURE.** TWC shall have no liability to Customer hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fire, acts, acts or omissions of other carriers, natural disaster, regulation or governmental acts, fire, civil disturbances, strikes, weather, any unauthorized access to or destruction or modification of the Service, in whole or in part, any failure of land, air conditioning, or power supply, or act or failure to act of Customer or any third party using the Service.

15. **REGULATORY AND LEGAL CHANGES; TARIFFS.** In the event of any change in applicable law, regulation, decision, rate or order, including without limitation any increase in universal service fund or other government imposed charges, that increases the costs or other terms of delivery of Service to Customer, Customer acknowledges and agrees that TWC may pass through to Customer any such increased costs. Further, in the event that TWC is required to file tariffs with the appropriate regulatory agency or otherwise publish rates in accordance with regulatory agency rules or policies regarding the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff or published rates shall govern TWC's delivery of, and Customer's consumption or use of, the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate this Agreement as to any or all of the Service without liability by giving Customer thirty (30) days prior written notice (or such shorter notice as is required by law or regulation) of such determination.*

JAA
Int.

16. **ENTIRE AGREEMENT.** This Agreement, including without limitation all exhibits that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect hereto. In the event that TWC presents a Customer to use its own standard purchase order form to order the Service, the parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect.

17. **MISCELLANEOUS.** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, including its conflicts of law principles. In the event that any portion of this Agreement is held to be invalid or

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* In the event of increased fees pursuant to this Paragraph, TWC shall provide notice to Customer of the increase, and Customer shall have thirty (30) days from receipt of notice to terminate this Agreement. Upon such termination, Customer shall pay TWC for services provided prior to the termination date, but Customer shall not be liable for any other expenses, including, but not limited to, the termination fees set forth in Paragraph 9.

unworkable, the invalid or unworkable portion shall be construed in accordance with applicable law as early as possible to reflect the original intention of the parties set forth herein, and the remainder of this Agreement shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to be a waiver of any proceeding or subsequent breach or default. Customer may not assign this Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under this Agreement, including without limitation, in whole or in part, to any Time Warner Cable Inc. affiliated party without the prior written approval of or notice to Customer. Customer shall make no press release, public announcement or other public statements regarding this Agreement without TWC's prior written consent. All claims under this Agreement must be initiated not later than two years after the claim arose. There are no third party beneficiaries to this Agreement. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC herein may accrue to, or be fulfilled by, any TWC affiliate, including without limitation Road Runner Hold Co LLC, as well as by TWC and/or its subcontractors. The parties to this Agreement are independent contractors. Any notice under this Agreement shall be given in writing and shall be deemed to have been given when actually received by the other party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one party to the other in writing. The provisions of Sections 6, 7, 9, 10, 11, 12 and 17 shall survive the termination or expiration of this Agreement. No modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Notwithstanding anything herein to the contrary, any party to this Agreement (and such employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions and other tax analyses) that are provided to the party relating to such tax treatment and tax structure.

CUSTOMER:
 By: [Signature]
 Name: Mike Shalati
 Title: County Manager
 Date: 12/07/04

TWC:
 By: [Signature]
 Name: David J. Auer
 Title: President, Customer Division
 Date: 1/7/05

APPROVED AS TO LEGAL FORM [Signature]

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

[Signature]
 Assistant Finance Director 1/3/05

Exhibit A
Prices

Subject to the terms and conditions of this Agreement, TWC shall provide Customer with a dedicated circuit connection between Customer's data network located at (Site Exhibit B) and TWC facilities. The Service shall have the following capacity:

Address	Connection	Cost
200 Hawthorne Lane	3 Mbps Dedicated Connection	\$550
1776 Roger Dale Carter Dr.	3 Mbps Dedicated Connection	\$550
	Total Monthly Fee	\$1100

Installation Fee \$1000/line Total Installation Fee \$2000

Initial Term of Service

For a period of **24 Months/2 Years** from the date of TWC's Completion Notice. During the term of this agreement the customer may request an increase in bandwidth on any point-to-multipoint connection. The monthly recurring charge for the bandwidth changed will increase in accordance with the cost outlined under pricing section of this agreement. The customer will provide TWC a written request for the change in service. The service change will occur within 2 to 3 business days after the receipt of the written notification. The change in bandwidth will not increase the term of the agreement.

Exhibit B

	Street	City
Union County Court House	500 N. Main St.	Moreno, NC
Union County Sheriff's Office/Jail	3344 Freeson Rd	Moreno, NC

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 4/3
(Central Admin. use only)

SUBJECT: Budget Amendment - Crisis Intervention Program

DEPARTMENT: Social Services

PUBLIC HEARING: No

ATTACHMENT(S):

Two (2) Funding Authorizations from
NCDHHS dated September 23, 2010
and September 27, 2010

INFORMATION CONTACT:

D. Dontae Latson, Director

TELEPHONE NUMBERS:

(704) 296-4301

DEPARTMENT'S RECOMMENDED ACTION: Approve budget amendment to accept two (2) funding authorizations for a total of \$177,160.00 in additional CIP-LIHEAP funds, and increase the expenditures in the Crisis Intervention Program (CIP) budget expenditures line 10-553160-5399-1509 and the CIP budget revenues line 10-453160-4340-1509 by \$177,160.00.

BACKGROUND: The Crisis Intervention - Low Income Home Energy Assistance program is funded by the US Department of Health and Human Services in an annual block grant to the State, which then allocates funds to county social service departments for distribution. These funds do not require a local match.

The Crisis Intervention Program is a 100% federally funded program administered locally by the Union County Department of Social Services. This program assists eligible low income families, individuals with a heating or cooling related crisis, and those in a life or health threatening situation without assistance.

Please find attached the CIP-LIHEAP authorization forms from the State which reflects the additional allocation in the amount of \$177,160.00

FINANCIAL IMPACT: No county match is required, and there is no financial impact to the General Fund. This budget amendment will accept a total of \$177,160.00 in additional CIP-LIHEAP funds to be distributed by the Union County Department of Social services.

Legal Dept. Comments if applicable: _____



DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: CRISIS INTERVENTION PAYMENT

EFFECTIVE DATE: 07/01/2010

AUTHORIZATION NUMBER: 3

ALLOCATION PERIOD

FROM JUNE 2010 THRU MAY 2011 SERVICE MONTHS

FROM JULY 2010 THRU JUNE 2011 PAYMENT MONTHS

Co. No	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	297,519	297,519	216,655	216,655	514,174	514,174
02	ALEXANDER	71,610	71,610	52,147	52,147	123,757	123,757
03	ALLEGHANY	27,179	27,179	19,792	19,792	46,971	46,971
04	ANSON	91,590	91,590	66,697	66,697	158,287	158,287
05	ASHE	60,734	60,734	44,227	44,227	104,961	104,961
06	AVERY	38,956	38,956	28,368	28,368	67,324	67,324
07	BEAUFORT	129,801	129,801	94,522	94,522	224,323	224,323
08	BERTIE	87,148	87,148	63,462	63,462	150,610	150,610
09	BLADEN	123,752	123,752	90,117	90,117	213,869	213,869
10	BRUNSWICK	202,065	202,065	147,145	147,145	349,210	349,210
11	BUNCOMBE	496,321	496,321	361,424	361,424	857,745	857,745
12	BURKE	209,812	209,812	152,786	152,786	362,598	362,598
13	CABARRUS	298,306	298,306	217,228	217,228	515,534	515,534
14	CALDWELL	200,998	200,998	146,368	146,368	347,366	347,366
15	CAMDEN	12,889	12,889	9,386	9,386	22,275	22,275
16	CARTERET	115,045	115,045	83,776	83,776	198,821	198,821
17	CASWELL	69,026	69,026	50,265	50,265	119,291	119,291
18	CATAWBA	332,427	332,427	242,075	242,075	574,502	574,502
19	CHATHAM	93,304	93,304	67,944	67,944	161,248	161,248
20	CHEROKEE	68,209	68,209	49,670	49,670	117,879	117,879
21	CHOWAN	46,870	46,870	34,131	34,131	81,001	81,001
22	CLAY	26,650	26,650	19,406	19,406	46,056	46,056
23	CLEVELAND	317,516	317,516	231,217	231,217	548,733	548,733
24	COLUMBUS	188,888	188,888	137,549	137,549	326,437	326,437
25	CRAVEN	206,684	206,684	150,508	150,508	357,192	357,192
26	CUMBERLAND	842,856	842,856	613,773	613,773	1,456,629	1,456,629
27	CURRITUCK	35,298	35,298	25,704	25,704	61,002	61,002
28	DARE	43,204	43,204	31,462	31,462	74,666	74,666
29	DAVIDSON	390,909	390,909	284,662	284,662	675,571	675,571
30	DAVIE	61,637	61,637	44,884	44,884	106,521	106,521
31	DUPLIN	148,182	148,182	107,907	107,907	256,089	256,089
32	DURHAM	581,916	581,916	423,755	423,755	1,005,671	1,005,671
33	EDGECOMBE	221,240	221,240	161,109	161,109	382,349	382,349
34	FORSYTH	706,314	706,314	514,342	514,342	1,220,656	1,220,656
35	FRANKLIN	132,797	132,797	96,703	96,703	229,500	229,500
36	GASTON	520,476	520,476	379,014	379,014	899,490	899,490
37	GATES	27,756	27,756	20,212	20,212	47,968	47,968
38	GRAHAM	25,618	25,618	18,656	18,656	44,274	44,274
39	GRANVILLE	105,300	105,300	76,680	76,680	181,980	181,980
40	GREENE	66,158	66,158	48,177	48,177	114,335	114,335
41	GUILFORD	1,131,580	1,131,580	824,022	824,022	1,955,602	1,955,602
42	HALIFAX	258,960	258,960	188,576	188,576	447,536	447,536
43	HARNETT	270,223	270,223	196,778	196,778	467,001	467,001
44	HAYWOOD	133,709	133,709	97,368	97,368	231,077	231,077
45	HENDERSON	159,421	159,421	116,092	116,092	275,513	275,513
46	HERTFORD	93,812	93,812	68,314	68,314	162,126	162,126
47	HOKE	116,702	116,702	84,983	84,983	201,685	201,685

CRISIS INTERVENTION PAYMENT (CIP) cont.

AUTHORIZATION NUMBER: 3

	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	18,079	18,079	13,165	13,165	31,244	31,244
49	IREDELL	231,011	231,011	168,223	168,223	399,234	399,234
50	JACKSON	84,091	84,091	61,236	61,236	145,327	145,327
51	JOHNSTON	328,598	328,598	239,287	239,287	567,885	567,885
52	JONES	29,387	29,387	21,400	21,400	50,787	50,787
53	LEE	131,604	131,604	95,835	95,835	227,439	227,439
54	LENOIR	208,956	208,956	152,163	152,163	361,119	361,119
55	LINCOLN	136,016	136,016	99,048	99,048	235,064	235,064
56	MACON	83,277	83,277	55,235	55,235	138,512	138,512
57	MADISON	58,372	58,372	37,749	37,749	96,121	96,121
58	MARTIN	73,423	73,423	59,343	59,343	132,766	132,766
59	MCDOWELL	97,254	97,254	75,111	75,111	172,365	172,365
60	MECKLENBURG	1,712,648	1,712,648	1,247,154	1,247,154	2,959,802	2,959,802
61	MITCHELL	39,073	39,073	28,453	28,453	67,526	67,526
62	MONTGOMERY	77,699	77,699	56,580	56,580	134,279	134,279
63	MOORE	138,079	138,079	100,550	100,550	238,629	238,629
64	NASH	230,751	230,751	168,035	168,035	398,786	398,786
65	NEW HANOVER	389,666	389,666	283,757	283,757	673,423	673,423
66	NORTHAMPTON	88,446	88,446	64,406	64,406	152,852	152,852
67	ONSLOW	275,170	275,170	200,380	200,380	475,550	475,550
68	ORANGE	207,909	207,909	151,401	151,401	359,310	359,310
69	PAMLICO	28,470	28,470	20,732	20,732	49,202	49,202
70	PASQUOTANK	109,334	109,334	79,618	79,618	188,952	188,952
71	PENDER	107,966	107,966	78,622	78,622	186,588	186,588
72	PERQUIMANS	35,854	35,854	26,109	26,109	61,963	61,963
73	PERSON	103,155	103,155	75,118	75,118	178,273	178,273
74	PITT	477,567	477,567	347,767	347,767	825,334	825,334
75	POLK	34,280	34,280	24,963	24,963	59,243	59,243
76	RANDOLPH	347,088	347,088	252,751	252,751	599,839	599,839
77	RICHMOND	162,353	162,353	118,227	118,227	280,580	280,580
78	ROBESON	565,770	565,770	411,997	411,997	977,767	977,767
79	ROCKINGHAM	229,326	229,326	166,996	166,996	396,322	396,322
80	ROWAN	282,153	282,153	205,465	205,465	487,618	487,618
81	RUTHERFORD	172,979	172,979	125,964	125,964	298,943	298,943
82	SAMPSON	199,065	199,065	144,960	144,960	344,025	344,025
83	SCOTLAND	155,256	155,256	113,058	113,058	268,314	268,314
84	STANLY	128,106	128,106	93,288	93,288	221,394	221,394
85	STOKES	83,396	83,396	60,729	60,729	144,125	144,125
86	SURRY	202,649	202,649	147,570	147,570	350,219	350,219
87	SWAIN	38,388	38,388	27,954	27,954	66,342	66,342
88	TRANSYLVANIA	63,873	63,873	46,513	46,513	110,386	110,386
89	TYRRELL	15,836	15,836	11,532	11,532	27,368	27,368
90	UNION	237,360	237,360	172,847	172,847	410,207	410,207
91	VANCE	189,287	189,287	137,840	137,840	327,127	327,127
92	WAKE	1,050,823	1,050,823	765,216	765,216	1,816,039	1,816,039
93	WARREN	75,178	75,178	54,745	54,745	129,923	129,923
94	WASHINGTON	50,947	50,947	37,100	37,100	88,047	88,047
95	WATAUGA	83,891	83,891	61,090	61,090	144,981	144,981
96	WAYNE	306,617	306,617	223,280	223,280	529,897	529,897
97	WILKES	171,909	171,909	125,185	125,185	297,094	297,094
98	WILSON	224,605	224,605	163,558	163,558	388,163	388,163
99	YADKIN	84,224	84,224	61,332	61,332	145,556	145,556
100	YANCEY	54,003	54,003	39,325	39,325	93,328	93,328
150	Jackson Indian	8,000	8,000			8,000	8,000
187	Swain Indian	8,000	8,000			8,000	8,000
	Total	\$20,614,584	\$20,614,584	\$15,000,000	\$15,000,000	\$35,614,584	\$35,614,584

CRISIS INTERVENTION PAYMENT (CIP) cont.

AUTHORIZATION NUMBER: 3

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

GRANT INFORMATION: These are emergency contingency funds.

XS411 Heading: CRISIS

Tracked on XS411: Federal Share 100%

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE
SUBJECT TO TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE
AGENCIES AS TO THE AVAILABILITY OF FUNDS**

AUTHORIZED SIGNATURE

Sherry's Bradsher

September 27, 2010



DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: CRISIS INTERVENTION PAYMENT

EFFECTIVE DATE: 07/01/2010

AUTHORIZATION NUMBER: 2

ALLOCATION PERIOD

FROM JUNE 2010 THRU MAY 2011 SERVICE MONTHS

FROM JULY 2010 THRU JUNE 2011 PAYMENT MONTHS

Co. No.	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	216,568	216,568	80,951	80,951	297,519	297,519
02	ALEXANDER	52,126	52,126	19,484	19,484	71,610	71,610
03	ALLEGHANY	19,784	19,784	7,395	7,395	27,179	27,179
04	ANSON	66,670	66,670	24,920	24,920	91,590	91,590
05	ASHE	44,209	44,209	16,525	16,525	60,734	60,734
06	AVERY	28,357	28,357	10,599	10,599	38,956	38,956
07	BEAUFORT	94,484	94,484	35,317	35,317	129,801	129,801
08	BERTIE	63,436	63,436	23,712	23,712	87,148	87,148
09	BLADEN	90,081	90,081	33,671	33,671	123,752	123,752
10	BRUNSWICK	147,086	147,086	54,979	54,979	202,065	202,065
11	BUNCOMBE	361,279	361,279	135,042	135,042	496,321	496,321
12	BURKE	152,725	152,725	57,087	57,087	209,812	209,812
13	CABARRUS	217,141	217,141	81,165	81,165	298,306	298,306
14	CALDWELL	146,309	146,309	54,689	54,689	200,998	200,998
15	CAMDEN	9,382	9,382	3,507	3,507	12,889	12,889
16	CARTERET	83,743	83,743	31,302	31,302	115,045	115,045
17	CASWELL	50,245	50,245	18,781	18,781	69,026	69,026
18	CATAWBA	241,978	241,978	90,449	90,449	332,427	332,427
19	CHATHAM	67,917	67,917	25,387	25,387	93,304	93,304
20	CHEROKEE	49,650	49,650	18,559	18,559	68,209	68,209
21	CHOWAN	34,117	34,117	12,753	12,753	46,870	46,870
22	CLAY	19,399	19,399	7,251	7,251	26,650	26,650
23	CLEVELAND	231,124	231,124	86,392	86,392	317,516	317,516
24	COLUMBUS	137,494	137,494	51,394	51,394	188,888	188,888
25	CRAVEN	150,448	150,448	56,236	56,236	206,684	206,684
26	CUMBERLAND	613,527	613,527	229,329	229,329	842,856	842,856
27	CURRITUCK	25,694	25,694	9,604	9,604	35,298	35,298
28	DARE	31,449	31,449	11,755	11,755	43,204	43,204
29	DAVIDSON	284,548	284,548	106,361	106,361	390,909	390,909
30	DAVIE	44,866	44,866	16,771	16,771	61,637	61,637
31	DUPLIN	107,864	107,864	40,318	40,318	148,182	148,182
32	DURHAM	423,585	423,585	158,331	158,331	581,916	581,916
33	EDGECOMBE	161,044	161,044	60,196	60,196	221,240	221,240
34	FORSYTH	514,136	514,136	192,178	192,178	706,314	706,314
35	FRANKLIN	96,665	96,665	36,132	36,132	132,797	132,797
36	GASTON	378,862	378,862	141,614	141,614	520,476	520,476
37	GATES	20,204	20,204	7,552	7,552	27,756	27,756
38	GRAHAM	18,648	18,648	6,970	6,970	25,618	25,618
39	GRANVILLE	76,649	76,649	28,651	28,651	105,300	105,300
40	GREENE	48,157	48,157	18,001	18,001	66,158	66,158
41	GUILFORD	823,693	823,693	307,887	307,887	1,131,580	1,131,580
42	HALIFAX	188,501	188,501	70,459	70,459	258,960	258,960
43	HARNETT	196,699	196,699	73,524	73,524	270,223	270,223
44	HAYWOOD	97,329	97,329	36,380	36,380	133,709	133,709
45	HENDERSON	116,045	116,045	43,376	43,376	159,421	159,421
46	HERTFORD	68,287	68,287	25,525	25,525	93,812	93,812
47	HOKE	84,949	84,949	31,753	31,753	116,702	116,702

CRISIS INTERVENTION PAYMENT (CIP) cont.

AUTHORIZATION NUMBER: 2

	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	13,160	13,160	4,919	4,919	18,079	18,079
49	IREDELL	168,156	168,156	62,855	62,855	231,011	231,011
50	JACKSON	61,211	61,211	22,880	22,880	84,091	84,091
51	JOHNSTON	239,191	239,191	89,407	89,407	328,598	328,598
52	JONES	21,391	21,391	7,996	7,996	29,387	29,387
53	LEE	95,796	95,796	35,808	35,808	131,604	131,604
54	LENOIR	152,102	152,102	56,854	56,854	208,956	208,956
55	LINCOLN	99,008	99,008	37,008	37,008	136,016	136,016
56	MACON	55,213	55,213	28,064	28,064	83,277	83,277
57	MADISON	37,734	37,734	20,638	20,638	58,372	58,372
58	MARTIN	59,319	59,319	14,104	14,104	73,423	73,423
59	MCDOWELL	75,081	75,081	22,173	22,173	97,254	97,254
60	MECKLENBURG	1,246,661	1,246,661	465,987	465,987	1,712,648	1,712,648
61	MITCHELL	28,442	28,442	10,631	10,631	39,073	39,073
62	MONTGOMERY	56,558	56,558	21,141	21,141	77,699	77,699
63	MOORE	100,510	100,510	37,569	37,569	138,079	138,079
64	NASH	167,967	167,967	62,784	62,784	230,751	230,751
65	NEW HANOVER	283,643	283,643	106,023	106,023	389,666	389,666
66	NORTHAMPTON	64,381	64,381	24,065	24,065	88,446	88,446
67	ONslow	200,300	200,300	74,870	74,870	275,170	275,170
68	ORANGE	151,340	151,340	56,569	56,569	207,909	207,909
69	PAMLICO	20,724	20,724	7,746	7,746	28,470	28,470
70	PASQUOTANK	79,586	79,586	29,748	29,748	109,334	109,334
71	PENDER	78,590	78,590	29,376	29,376	107,966	107,966
72	PERQUIMANS	26,099	26,099	9,755	9,755	35,854	35,854
73	PERSON	75,088	75,088	28,067	28,067	103,155	103,155
74	PITT	347,628	347,628	129,939	129,939	477,567	477,567
75	POLK	24,953	24,953	9,327	9,327	34,280	34,280
76	RANDOLPH	252,650	252,650	94,438	94,438	347,088	347,088
77	RICHMOND	118,179	118,179	44,174	44,174	162,353	162,353
78	ROBESON	411,832	411,832	153,938	153,938	565,770	565,770
79	ROCKINGHAM	166,930	166,930	62,396	62,396	229,326	229,326
80	ROWAN	205,383	205,383	76,770	76,770	282,153	282,153
81	RUTHERFORD	125,914	125,914	47,065	47,065	172,979	172,979
82	SAMPSON	144,902	144,902	54,163	54,163	199,065	199,065
83	SCOTLAND	113,013	113,013	42,243	42,243	155,256	155,256
84	STANLY	93,250	93,250	34,856	34,856	128,106	128,106
85	STOKES	60,705	60,705	22,691	22,691	83,396	83,396
86	SURRY	147,511	147,511	55,138	55,138	202,649	202,649
87	SWAIN	27,943	27,943	10,445	10,445	38,388	38,388
88	TRANSYLVANIA	46,494	46,494	17,379	17,379	63,873	63,873
89	TYRRELL	11,527	11,527	4,309	4,309	15,836	15,836
90	UNION	172,778	172,778	64,582	64,582	237,360	237,360
91	VANCE	137,785	137,785	51,502	51,502	189,287	189,287
92	WAKE	764,909	764,909	285,914	285,914	1,050,823	1,050,823
93	WARREN	54,723	54,723	20,455	20,455	75,178	75,178
94	WASHINGTON	37,085	37,085	13,862	13,862	50,947	50,947
95	WATAUGA	61,065	61,065	22,826	22,826	83,891	83,891
96	WAYNE	223,191	223,191	83,426	83,426	306,617	306,617
97	WILKES	125,135	125,135	46,774	46,774	171,909	171,909
98	WILSON	163,493	163,493	61,112	61,112	224,605	224,605
99	YADKIN	61,308	61,308	22,916	22,916	84,224	84,224
100	YANCEY	39,310	39,310	14,693	14,693	54,003	54,003
150	Jackson Indian	4,000	4,000	4,000	4,000	8,000	8,000
187	Swain Indian	2,000	2,000	6,000	6,000	8,000	8,000
	Total	\$15,000,000	\$15,000,000	\$5,614,584	\$5,614,584	\$20,614,584	\$20,614,584

CRISIS INTERVENTION PAYMENT (CIP) cont.

AUTHORIZATION NUMBER: 2

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

GRANT INFORMATION: These are emergency contingency funds.

XS411 Heading: CRISIS

Tracked on XS411: Federal Share 100%

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE
SUBJECT TO TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE
AGENCIES AS TO THE AVAILABILITY OF FUNDS**

AUTHORIZED SIGNATURE

Shirley G. Bradsher

September 23, 2010

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: Oct 18, 2010

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

SUBJECT: Catawba River Water Supply Project

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:

Ed Goscicki

TELEPHONE NUMBERS:

704-296-4212

DEPARTMENT'S RECOMMENDED ACTION: The Board is asked to approve entry into a Preliminary Reservation of Stream Restoration Credits for the Catawba River Water Supply Project and allow the Manager to execute Letters of Intent for same, subject to legal review.

BACKGROUND: At the Board's Oct 4th meeting, the Board voted to accept the Mitigation Plan for the Catawba River Water Supply Projects and to authorize the immediate purchase of mitigation credits from each of the Mitigation Banks. As furtherance of this effort, the Board is asked to approve entry into a Preliminary Reservation of Stream Restoration Credits pursuant to which Union County will be asked to pay half of 10% of the cost of these credits, or \$20,400, which will be matched by LCWSD. In return for payment, the bank will set aside 3400 mitigation credits. CRWSP has to mitigate because the reservoir project disturbs certain streams. CRWSP has chosen mitigation bank credits instead of on-site mitigation or fee-in-lieu of mitigation. By entering into this Reservation, Union County is committing itself to pay the balance, \$183,600, subject to the terms, covenants and conditions that will be set forth in a purchase agreement. Union is just reserving the right to purchase at this time before some other person or entity buys these credits.

FINANCIAL IMPACT: \$20,400

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2010

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

SUBJECT: Tallwood Sewer Repair

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:

Ed Goscicki

TELEPHONE NUMBERS:

704 296-4212

DEPARTMENT'S RECOMMENDED ACTION: Accept Wingate Excavating as low bidder for the Tallwood Sewer Repair project and authorize staff to issue a Purchase Order in the amount of \$55,305.00 in order to commence work.

BACKGROUND: UCPW has an ongoing program to identify problems/defects in sewer pipes. Closed Circuit Television (CCTV) inspection of the Tallwood sewer collection system revealed seven (7) defects that are significant in the fact that they allow large volumes of extraneous flow to enter the system during wet weather. The defects are comprised of poor lateral connections, deformed/irregular pipes and cracked pipes. The pipes in need of repair are 11 to 19 feet deep and many are close to the edge of pavement. The depth and location of the repairs place this project outside of day-to-day expertise and equipment use of Public Works. The project was bid through the General Services Department. Seven local contractors were invited to bid on the project; four responded. Wingate Excavating is the low bid at \$55,305.00.

FINANCIAL IMPACT: Funding is available and has been set aside for this project under Misc Sewer Rehab projects of the Capital Improvement Program (Fund 64).

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 18, 2010

Action Agenda Item No. 4/6
(Central Admin. use only)

SUBJECT: Report of Fire Conditions

DEPARTMENT: Fire Service

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:

Dawn Johnson Hinkel

TELEPHONE NUMBERS:

704-283-3550

705-507-0078

DEPARTMENT'S RECOMMENDED ACTION: Certify annual "Reports of Fire Conditions" for 18 volunteer fire departments which includes Appointment by Board of Commissioners of Two Trustees from each department as recommended by the respective fire departments

BACKGROUND: The State Firefighters' Relief Fund and Rescue Relief Fund programs are designed to financially assist firefighter and rescue personnel in the event of In-Line of Duty injury or death. Funds may also be used for supplemental retirement, educational benefits and to purchase other insurance/pension plans.

All insurance companies licensed to do business in North Carolina are required to contribute to the Firefighter's Relief Fund tax, One half percent (.5%), of fire and lightning premiums collected for each rated fire district in North Carolina.

Fire departments must meet the following requirements to receive the proceeds from the tax collected within their district:

- Be a member of the North Carolina State Firemen's Association
- Submit Firefighter's Relief Fund financial statement to the NC State Firemen's Association
- Establish a Firefighter's Relief Fund Board of Trustees.

The Firefighter's Relief Fund Board of Trustees consists of two positions elected by the fire department, two positions appointed by the City or County Commissioners and one position appointed by the Insurance Commissioner. Submittal of the County Appointees to the Board constitutes the annual "Report of Fire Conditions".

One of the five board members will be elected as the Treasurer. The North Carolina Department of Insurance provides a blanket honesty bond to cover all

local Firefighter's Relief Fund Treasurers.

The Department of Insurance annually reviews the qualifications for each rated fire district to verify which fire departments are eligible to receive their Firefighter's Relief Fund tax. Fire departments that meet all requirements are eligible to receive the tax proceeds collected within their rated fire district. If a fire department fails to meet all of the requirements, their tax money is transferred to the North Carolina State Firemen's Association to be held in the State Firefighter's Relief Fund account.

The Firefighter's Relief Fund benefit is administered through the Office of State Fire Marshal Firefighter's Relief Fund of the Department of Insurance.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

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

SUBJECT: Budget Transfer Report for September 2010

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
Budget Transfer Report

INFORMATION CONTACT:
David Cannon

TELEPHONE NUMBERS:
704-283-3631

DEPARTMENT'S RECOMMENDED ACTION: Approve report.

BACKGROUND: The report, included in your agenda package, reflects all budget transfers for the month of September 2010, which includes those budget amendments approved by the Board.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

September 2010 Budget Transfers Report

10/11/2010 13:02 IMUNIS - LIVE
JOURNAL INQUIRY

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YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	03	120	BUA	09/02/2010	09/03/2010	LIT14	chelms		1M	J/E	2011	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT OR		
ACCOUNT	ACCOUNT DESCRIPTION											
1	64571400	5594	SE002	LIT14			CAMP DRESSER CONTRACTS	38,072.00				
64	-90-5-714-00-5594	-SE002	ARCHITECTURAL & ENGINEERING									
2	64571400	5594	SP015	LIT14			CAMP DRESSER CONTRACTS	138,429.00				
64	-90-5-714-00-5594	-SP015	ARCHITECTURAL & ENGINEERING									
3	64571400	5595	SE002	LIT14			CAMP DRESSER CONTRACTS		38,072.00			
64	-90-5-714-00-5595	-SE002	CONSTRUCTION									
4	64571400	5595	SP013	LIT14			CAMP DRESSER CONTRACTS		138,429.00			
64	-90-5-714-00-5595	-SP013	CONSTRUCTION									
** JOURNAL TOTAL				0.00		0.00						

Water & Sewer Capital Project Fund - LIT to allocate un-used funds from the 12M WWTP Phosphorus Removal project to the Tallwood WWTP Replacement project; and to adjust budget accounts within the East Side Improvements project.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	03	121	BUA	09/02/2010	09/03/2010	LIT15	chelms		1M	J/E	2011	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT OR		
ACCOUNT	ACCOUNT DESCRIPTION											
1	64571400	5595	SP013	LIT15			REHAB PROJ OLD SYCAMORE		360,000.00			
64	-90-5-714-00-5595	-SP013	CONSTRUCTION									
2	64571400	5594	SP016	LIT15			REHAB PROJ OLD SYCAMORE	60,000.00				
64	-90-5-714-00-5594	-SP016	ARCHITECTURAL & ENGINEERING									
3	64571400	5595	SP016	LIT15			REHAB PROJ OLD SYCAMORE	300,000.00				
64	-90-5-714-00-5595	-SP016	CONSTRUCTION									
** JOURNAL TOTAL				0.00		0.00						

Water & Sewer Capital Project Fund - LIT to allocate un-used funds from the 12M WWTP Phosphorus Removal project to the Olde Sycamore WWTP Rehabilitation project.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	03	122	BUA	09/02/2010	09/03/2010	LIT16	chelms		1M	J/E	2011	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT OR		
ACCOUNT	ACCOUNT DESCRIPTION											
1	64571400	5594	SP013	LIT16			TALLWOOD PRJ CORRECT SP01	9,368.00				
64	-90-5-714-00-5594	-SP013	ARCHITECTURAL & ENGINEERING									
2	64571400	5595	SP013	LIT16			TALLWOOD PRJ CORRECT SP01		9,368.00			
64	-90-5-714-00-5595	-SP013	CONSTRUCTION									
3	64571400	5595	SP013	LIT16			TALLWOOD PRJ CORRECT SP01		60,000.00			
64	-90-5-714-00-5595	-SP013	CONSTRUCTION									
4	64571400	5595	MS005	LIT16			TALLWOOD PRJ CORRECT SP01	60,000.00				
64	-90-5-714-00-5595	-MS005	CONSTRUCTION									
** JOURNAL TOTAL				0.00		0.00						

Water & Sewer Capital Project Fund - LIT to allocate un-used funds from the 12M WWTP Phosphorus Removal project to the Tallwood Inflow & Infiltration project; and to adjust budget accounts within the 12M WWTP Phosphorus Removal project.

Agenda Item #:
 Meeting Date: 10-18-2010

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	03	123	BUA	09/03/2010	09/03/2010	LIT	chejms		IN	J/E	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OF
1	10540500	5381		LIT17			CO MANAGER SEARCH EXPENSE	21,500.00	
10	-10-5-405-00-5381						PROFESSIONAL SERVICES		
2	10540500	5121		LIT17			CO MANAGER SEARCH EXPENSE		21,500.00
10	-10-5-405-00-5121						SALARIES & WAGES		
** JOURNAL TOTAL					0.00		0.00		

General Fund - LIT to adjust budget accounts for County Manager search expense within the Central Administration program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	03	498	BUA	09/20/2010	09/22/2010	CPO136	chejms		IN	J/E	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OF
1	40543138	5540	PR049	CPO136	CPO 136		ApprFY11AdoptedBudgetProje	47,382.00	
40	-20-5-431-38-5540						VEHICLES		
2	40443138	4010	PR049	CPO136	CPO 136		ApprFY11AdoptedBudgetProje		60,792.00
40	-20-4-431-38-4010						IFT FROM GENERAL FUND		
3	40543130	5550	PR049	CPO136	CPO 136		ApprFY11AdoptedBudgetProje	249,462.00	
40	-20-5-431-00-5550						OTHER EQUIPMENT		
4	40543130	5540	PR049	CPO136	CPO 136		ApprFY11AdoptedBudgetProje	498,493.00	
40	-20-5-431-00-5540						VEHICLES		
5	40443130	4010	PR049	CPO136	CPO 136		ApprFY11AdoptedBudgetProje		747,955.00
40	-20-4-431-00-4010						IFT FROM GENERAL FUND		
6	40543128	5580	PR049	CPO136	CPO 136		ApprFY11AdoptedBudgetProje	78,000.00	
40	-20-5-431-28-5580						BUILDINGS AND IMPROVEMENTS		
7	40443128	4010	PR049	CPO136	CPO 136		ApprFY11AdoptedBudgetProje		78,000.00
40	-20-4-431-28-4010						IFT FROM GENERAL FUND		
8	40543128	5580	PR053	CPO136	CPO 136		ApprFY11AdoptedBudgetProje	467,675.00	
40	-20-5-431-28-5580						BUILDINGS AND IMPROVEMENTS		
9	40443128	4010	PR053	CPO136	CPO 136		ApprFY11AdoptedBudgetProje		467,675.00
40	-20-4-431-28-4010						IFT FROM GENERAL FUND		
10	40543128	5580	PR052	CPO136	CPO 136		ApprFY11AdoptedBudgetProje	605,727.00	
40	-20-5-431-28-5580						BUILDINGS AND IMPROVEMENTS		
11	40443128	4010	PR052	CPO136	CPO 136		ApprFY11AdoptedBudgetProje		605,727.00
40	-20-4-431-28-4010						IFT FROM GENERAL FUND		
12	40553101	5510	PR051	CPO136	CPO 136		ApprFY11AdoptedBudgetProje	1,280,802.00	
40	-60-5-531-01-5510						OFFICE FURNITURE AND EQUIPMENT		
13	40453101	4010	PR051	CPO136	CPO 136		ApprFY11AdoptedBudgetProje		1,280,802.00
40	-60-4-531-01-4010						IFT FROM GENERAL FUND		
14	40543500	5580	PR050	CPO136	CPO 136		ApprFY11AdoptedBudgetProje	123,400.00	
40	-20-5-435-00-5580						BUILDINGS AND IMPROVEMENTS		

General Capital Project Ordinance Fund - CPO to appropriate General Capital Reserve funds for I.T. Infrastructure, Inspections Mobile Office, DSS Business Process Automation System, Jail Roof Replacement, Jail Control System, Jail HVAC Replacement (regular capital outlay) and Law Enforcement Vehicle and Equipment Replacement (regular capital outlay).

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	03	488	RUA	09/20/2010	09/22/2010	CPO136	chelms	1	N	J/E	2011	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT DESCRIPTION	LINE DESCRIPTION	DEBIT	CREDIT	OF	
15	40443500	4010	PR050	CPO136	CPO 136			ApprFY11AdoptedBudgetProje		123,400.00		
40	-20-4-435-00-4010							IFT FROM GENERAL FUND				
16	40542100	5510	PR048	CPO136	CPO 136			ApprFY11AdoptedBudgetProje	774,000.00			
40	-10-5-421-00-5510							OFFICE FURNITURE AND EQUIPMENT				
17	40442100	4010	PR048	CPO136	CPO 136			ApprFY11AdoptedBudgetProje		774,000.00		
40	-10-4-421-00-4010							IFT FROM GENERAL FUND				
18	40543130	5550	PR049	CPO136	CPO 136			ApprFY11AdoptedBudgetProje	23,410.00			
40	-20-5-431-30-5550							OTHER EQUIPMENT				
19	40	393500								4,138,351.00	1	
40	-393500-							BUDGET APPROPRIATIONS CONTROL				
20	40	393400							4,138,351.00		1	
40	-393400-							BUDGET ESTIM REVENUE CONTROL				
** JOURNAL TOTAL					4,138,351.00		4,138,351.00					

CPO # 136 continued.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	03	489	BVA	09/16/2010	09/22/2010	LIT	chelms	1	N	J/E	2011	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT DESCRIPTION	LINE DESCRIPTION	DEBIT	CREDIT	OF	
1	61521110	5352	TP01	LIT18				PUMP REPAIR PORTER RIDGE	1,450.00			
61	-90-5-211-10-5352							MAINT & REPAIRS-EQUIPMENT				
2	61521110	5352	OS01	LIT18				PUMP REPAIR PORTER RIDGE		1,450.00		
61	-90-5-211-10-5352							MAINT & REPAIRS-EQUIPMENT				
** JOURNAL TOTAL					0.00		0.00					

Water and Sewer Operating Fund - LIT to adjust budget accounts within the Sewer Collection program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	03	490	BVA	09/17/2010	09/22/2010	LIT	chelms	1	N	J/E	2011	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT DESCRIPTION	LINE DESCRIPTION	DEBIT	CREDIT	OF	
1	55559200	5920	530	LIT19				RECODE UCPS SALES TAX 2009	755,173.28			
55	-70-5-592-00-5920							CONTINGENCY				
2	55559200	5580	BS03	LIT19				RECODE UCPS SALES TAX 2009		16,365.98		
55	-70-5-592-00-5580							BUILDINGS AND IMPROVEMENTS				
3	55559200	5586	563	LIT19				RECODE UCPS SALES TAX 2009		178,255.22		
55	-70-5-592-00-5586							BUILDINGS AND IMPROVEMENTS				

School Bond Fund-55 - LIT to reallocate appropriation due to school facility constructor sales tax refunds, from various projects to the School Bond projects.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	03	490	BUA	09/17/2010	09/22/2010	LIT	che1ms	1	N	J/E	2011	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT DESCRIPTION	LINE DESCRIPTION	DEBIT	CREDIT	OB	
4	55559200	5586	559	LIT19			RECODE UCPS SALES TAX 2009		389.55			
55	-70-5-592-00-5586	-559					BUILDINGS AND IMPROVEMENTS					
5	55559200	5586	570	LIT19			RECODE UCPS SALES TAX 2009		1,456.27			
55	-70-5-592-00-5586	-570					BUILDINGS AND IMPROVEMENTS					
6	55559200	5586	566	LIT19			RECODE UCPS SALES TAX 2009		63,005.13			
55	-70-5-592-00-5586	-566					BUILDINGS AND IMPROVEMENTS					
7	55559200	5586	568	LIT19			RECODE UCPS SALES TAX 2009		18,165.20			
55	-70-5-592-00-5586	-568					BUILDINGS AND IMPROVEMENTS					
8	55559200	5586	569	LIT19			RECODE UCPS SALES TAX 2009		43,039.70			
55	-70-5-592-00-5586	-569					BUILDINGS AND IMPROVEMENTS					
9	55559200	5586	519	LIT19			RECODE UCPS SALES TAX 2009		1,512.38			
55	-70-5-592-00-5586	-519					BUILDINGS AND IMPROVEMENTS					
10	55559200	5586	567	LIT19			RECODE UCPS SALES TAX 2009		70,944.15			
55	-70-5-592-00-5586	-567					BUILDINGS AND IMPROVEMENTS					
11	55559200	5586	529	LIT19			RECODE UCPS SALES TAX 2009		1,111.20			
55	-70-5-592-00-5586	-529					BUILDINGS AND IMPROVEMENTS					
12	55559200	5586	557	LIT19			RECODE UCPS SALES TAX 2009		96,214.03			
55	-70-5-592-00-5586	-557					BUILDINGS AND IMPROVEMENTS					
13	55559200	5586	558	LIT19			RECODE UCPS SALES TAX 2009		314,698.13			
55	-70-5-592-00-5586	-558					BUILDINGS AND IMPROVEMENTS					
14	55559200	5586	527	LIT19			RECODE UCPS SALES TAX 2009		16.34			
55	-70-5-592-00-5586	-527					BUILDINGS AND IMPROVEMENTS					
** JOURNAL TOTAL					0.00		0.00					

LIT # 19 continued.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	03	491	BUA	09/07/2010	09/22/2010	CPO	che1ms	1	N	J/E	2011	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	ACCOUNT DESCRIPTION	LINE DESCRIPTION	DEBIT	CREDIT	OB	
1	41459200	4010	S06	CPO135			ESTABLISH FY 2011 SCH CAF		1,303,552.00			
41	-70-4-592-00-4010	-S06					TFT FROM GENERAL FUND					
2	41559200	5630	S06	CPO135			ESTABLISH FY 2011 SCH CAF		1,303,552.00			
41	-70-5-592-00-5630	-S06					PAYMENTS TO OTHER GOV UNITS					
3	41	393500		CPO135					1,303,552.00	1		
41	-393500-						BUDGET APPROPRIATIONS CONTROL					
4	41	393400		CPO135					1,303,552.00	1		
41	-393400-						BUDGET ESTIM REVENUE CONTROL					
** JOURNAL TOTAL					1,303,552.00		1,303,552.00					

General Capital Project Ordinance Fund-41 -
 CPO to establish budget for the FY2011 school
 capital outlay allocation.

** GRAND TOTAL 5,441,903.00 5,441,903.00

8 Journals printed