Regular Meeting November 15, 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 – 6:15 P.M.

- 1. Opening of Meeting
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Featured Community Benefit Organization: Hometown Heroes, Inc. (*Estimated Time: 5 Minutes)
 - d. Employee Recognition: Service Award Recipients for the Month of November 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

Old Business:

- County Website Policy (*Estimated Time: 10 Minutes)
 ACTION REQUESTED: Staff requests that the Board give feedback and make comments on the draft website policy.
- 6. Water & Sewer CPO Fund-Anson Infrastructure Project and CRWTP Reservoir Expansion Project (*Estimated Time: 10 Minutes)

 ACTION REQUESTED: Approve CPO #140
- 7. Jesse Helms Park Entrance Bridge Structural Problem Engineering Fees (CM&E) (*Estimated Time 15 Minutes)

ACTION REQUESTED: Approve CPO #142 and authorize the County Manager to approve a task order to CM&E for an amount not-to-exceed \$10,000 pending legal approval.

New Business:

8. Staff is Requested to Ask the In-coming County Commissioners to Consider Prioritizing the Upgrading of the Sewer Lines for the Downtown Core of Waxhaw, Stallings and Indian Trail for Future Commercial Development (*Estimated Time 10 Minutes)

ACTION REQUESTED: Staff defers to Commissioner Openshaw.

9. Consideration of Adding Prospective Mineral Springs and Fairview Sewer Lines to the Master Plan without Allocating Funding-Staff is to check with Unionville to Determine Needs(*Estimated Time 10 Minutes)

ACTION REQUESTED: Staff defers to Commissioner Openshaw.

- 10. **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:
 - 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)
 - i. Animal Care Committee
 - 1) 4 Members at Large
 - 2) 1 Representative from a 501 c(3) Rescue Group
 - 3) 1 Veterinarian
 - 4) 1 Representative from the County Animal Shelter
 - j. Farmers Market Committee (1 Member at large as of December 2010)
 - k. Union County Home and Community Care Block Grant Advisory Committee (5 vacancies for community representatives as of December 2010).
 - I. Social Services Board (1 Vacancy Due to a resignation-Term expires June 2013)

ACTION REQUESTED: Announce vacancies

- 11. Interim County Manager's Comments
- 12. Commissioners' Comments & Presentation of Plaques

CONSENT AGENDA November 15, 2010

- 1, Contracts and Purchase Orders Over \$20,000
 - a. Personnel Department: Pharmacy Benefit Management Services Agreement
 - b. Tax Administration: Lease Agreement with MailFinance for IM480 Mail Machine with Electronic Certified Return Receipt Software & LTFYC116 Meter
 - c. Tax Administration: Maintenance Agreement with Lineage for IM480 Mail Machine with Electronic Certified Return Receipt Software & LTFYC116 Meter

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

2. Minutes

ACTION REQUESTED: Approval of Minutes

3. Resolution to Revise the Regular Meeting Schedule of the Board of County Commissioners

ACTION REQUESTED: Adopt the resolution.

- 4. Board of Elections Acceptance of Help America Vote Act (HAVA) Funding ACTION REQUESTED: Accept grant funding in the amount of \$52,326 and adopt Budget Ordinance Amendment #10.
- 5. Health Department Increase a Processing Assistant III Position (80 Percent) to a Full-Time Processing Assistant III (100 Percent)
 ACTION REQUESTED: The Department of Public Health is requesting, outside of the budget process, that the Board increase an 80% Processing Assistant III position to a full-time (100%) Processing Assistant III.
- 6. Union County Transportation Advisory Board Appointments for Transit System ACTION REQUESTED: Appoint recommended agency positions or community representatives to Advisory Board for Transit System
- 7. Tax Administrator
 - a. Departmental Monthly Reports for October 2010 **ACTION REQUESTED:** Approval of item a
- 8. Budget Transfer Report for October 2010 ACTION REQUESTED: Approve report.

INFORMATION ONLY NO ACTION REQUESTED

1. Department of Inspection's Monthly Report for October 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, November 15, 2010, at 6:15 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 establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease, in accordance with G.S. 143-318.11(a)(5)(i); 2) to consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3); and 3) 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

AGENDA ITELL

Union County Service Award Recipients for the month of November 2010

MEETING DATE 11-15-10

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

<u>5 YEARS OF SERVICE</u> <u>DEPARTMEN</u>
--

KAREN HAIRE

TARANTINO ROGERS

ROBERT VAUGHN

RHONDA MCCLANAHAN

LIBRARY

SHERIFF'S OFFICE

SHERIFF'S OFFICE

SOCIAL SERVICES

10 YEARS OF SERVICE DEPARTMENT

GLORIA HANEY
KAREN LOVE
CHERI TRAYWICK
PATRICIA VAN ARSDALE
SOCIAL SERVICES
SOCIAL SERVICES
SOCIAL SERVICES

15 YEARS OF SERVICE DEPARMENT

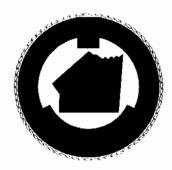
DAVID HUNEYCUTT ENVIRONMENTAL HEALTH

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11/15/10

Action Agenda Item No. 5

SUBJECT:	County Website Policy		
DEPARTMENT:	Central Admin	PUBLIC HEARING:	No
ATTACHMENT(S): Website Police	cy Draft	INFORMATION CON Brett Vines	TACT:
		TELEPHONE NUMB	 ERS:
		704-283-35	
	COMMENDED ACTION: he draft website policy.	Staff requests that the	Board give feedback and
Wednesday, Novemb	e Board was presented wit per 10, 2010. It was decid comments on the draft poli	ed at that time to allow	
FINANCIAL IMPACT	: None		
Legal Dept. Comme	nts if applicable:		
Finance Dept. Com	ments if applicable:		
Manager Recomme	ndation:		



Union County Web Site Policy

PURPOSE: Union County will create and maintain a web site on the Internet that will provide public access to and information about County services; provide access to forms, documents, and links which may be useful to the public; and provide online access to some services so that they are more widely available and accessible during non-business hours.

GUIDING PRINCIPLES:

- A. The web site serves as the primary information vehicle for the County and will be developed and maintained to ensure accessibility to all citizens without regard to disability.
- B. Operation and protection of the County's web site, including its information and applications, shall be conducted in compliance with applicable laws and regulations, County policies and procedures, and industry best practices.
- C. There shall be only one official web site for Union County government.
- D. The site will be accurate, intuitive, robust, attractive, timely, relevant and contemporary.
- E. Standard design criteria will be used for all information presented, and every page will be identified clearly as Union County property.
- F. Information will be factually based and presented without bias, political comment, or editorial position.
- G. The Information Technology department oversees all technical aspects of the site.
- H. The Web Master and Public Information Officer oversee all content on the site.
- I. Advertising and solicitation are prohibited on the site.
- J. Promotional announcements for County-sponsored events, programs and activities are permitted; however, promotional announcements for events, charities or outside organizations in which the County has no official interest or sponsorship are not permitted.
- K. Union County has no authority over the content, layout, graphics, colors or technology of the Union County Sheriff's Office web site.

GENERAL GUIDELINES:

- A. The Web Master must approve all significant content changes to the site, including but not limited to text, graphics, layout and colors.
- B. No employee of Union County shall post information on the web site without approval of the Web Master or Public Information Officer.

- C. No member of the Union County Board of Commissioners or members of other County boards or committees shall post information on the web site with approval from the County Manager.
- D. The Information Technology Department must approve all technical changes to the site.
- E. Staff shall develop no other sites, privately or as part of their regular work, to carry information about County government. This prohibition includes but is not limited to web pages or sections developed on home computers for the internal professional use of County staff in their everyday line of work.
- F. Staff shall neither engage nor contract with vendors/consultants to work on web elements for the County without first securing approval from the Information Technology Director.
- G. Web pages are to be developed using only Union County approved software as well as the current technical practices established by Information Technology.
- H. Hyperlinks may be provided from the County's web site to any local, state, federal or international government site as well as to any site managed by a not-for-profit corporation providing services to Union County citizens and having a direct, official relationship with or receiving financial support from Union County.
- I. Hyperlinks from the County's web site to any for-profit corporation may be provided only in special circumstances where the for-profit entity is co-sponsoring a Union County activity or event. The link may only be active during the event and during a specifically-defined, limited promotional period preceding the activity or event.
- J. New web pages will be created by the Web Master.

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 15, 2010

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

SUBJECT:

Water & Sewer CPO Fund - Anson Infrastructure project

CRWTP Reservoir Expansion project.

DEPARTMENT:

Finance

PUBLIC HEARING: No.

ATTACHMENT(S):

CRWTP Mitigation Plan Cost

Summary

INFORMATION CONTACT: David Cannon

CPO #140

TELEPHONE NUMBERS:

704-283-3631

DEPARTMENT'S RECOMMENDED ACTION: Approve CPO #140

BACKGROUND: On November 1st, 2010, the Board approved a 30 year extension to our water agreement with Anson County and to increase our purchase of water from 30 million gallons per month to 40 after completion of phase 1 of the improvements and up to 60 million gallons per month after phase 2. The Anson water extension agreement requires Union County to pay 33% (estimated at \$2,046,000) of "Anson's Additional Improvements" (estimated at \$6.2) million) which will provide for the increase to Union's potable water supply from Anson. The agreement allows Union County the option to pay the 33% in one lump sum (cash) or to pay 33% of Anson's financing costs in installments over time for the project. This CPO will allow Union to choose the lump sum (cash) option (worst case scenario). If Union chooses to pay Anson's financing costs in installments over time, this portion of the CPO can be reversed at the time Union makes that choice.

On October 4th, 2010, the Board was presented with the Catawba River Water Treatment Plant (CRWTP) Reservoir Expansion Mitigation Plan (the Plan, including the purchase of land bank mitigation credits, schedule attached with an estimated total of \$4,658,163) and an engineering task order (\$284,000) related to the Plan. The Board accepted the Plan and authorized the County Manager to move forward with the Plan and engineering task order upon legal review. The Plan cost summary breaks out immediate purchase costs and future purchase costs. However, due to the urgency of contracting for and acquiring the mitigation credits, there were changes in the final agreements that did not match the previous agenda summaries. So far.

two of the agreements have required the commitment of the "immediate" and "later" anticipated purchase amounts for those land banks, not just the "immediate" purchase. The final cost estimate figures have not changed from the Mitigation Plan Cost Summary previously accepted by the Board. In order for Finance to pre-audit additional land bank agreements, we must have funding in place and available for the total amount of the purchases (immediate and later), not just the immediate share. Union County is responsible for half of the total \$4,658,163 Mitigation Plan and half of the \$284,000 engineering task order or approximately \$2.5 million for the Plan. This CPO will appropriate funding for <u>all</u> the anticipated mitigation land bank credits purchases and engineering task order.

FINANCIAL IMPACT: Increase appropriations of previously transferred and unallocated Operating Funds in the Water & Sewer CPO Fund by \$2,814,944. This will be allocated to the CRWTP Reservoir Expansion project, \$768,944 (\$2.5MM net of \$1.7MM resources already available in the project) and the Anson Infrastructure project, \$2,046,000.

Legal Dept. Comments if applicable:	
Finance Dept. Comments if applicable:	
Manager Recommendation:	

165000 9-Sep-10

Catawba River Water Treatment Facilities Raw Water Reservoir Expansion and WTP Improvements Stream/Wetland Mitigation Cost Summary

Mitigation Type and Provider	Immediate I	Purchase		Later Purchase			Totals		
	Credits	Cost	Subtotal	Credits	Cost	Subtotal	Credits	Cost	Subtotal
Turners Branch Stream Mitigation Bank									
Restoration Credits	2,136	\$125	\$266,980	3,817	\$125	\$477,068	5, 9 52	\$125	\$744,048
Preservation Credits	1,927	\$65	\$125,223	4,937	\$6 5	\$320,892	6,863	\$65	\$446,115
Subtotal			\$392,203			\$797,960			\$1,190,163
Taylors Creek Stream Mitigation Bank									
Restoration Credits	5,000	\$75	\$375,000			\$0	5,000	\$75	\$375,000
Preservation Credits	10,000	\$75				\$0	10,000	\$75	
5ubtotal	60 Percent I	Vow	\$675,000	40 Percent L	ater	\$450,000			\$1,125,000
Sandy Fork Stream Mitigation Bank									
Restoration Credits	3,700	\$120	\$444,000	0	\$120	\$0	3,700	\$120	\$444,000
Preservation Credits	0	\$40	\$0	9,000	\$40	\$360,000	9,000	\$40	\$360,000
Subtotal			\$444,000			\$360,000			\$804,000
Permittee Responsible - Riverchase Site	•								
Preservation Credits				20,000	\$67	\$1,339,000 *	20,000	\$67	7 \$1,339,000
Turners Branch Mitigation Group									
Wetland Mitigation			\$0	2 Acres		\$200,000	2 Acres		\$200,000
Summary Totals									
Total Restoration Credits	10,836		\$935,980	3,817		\$627,068	14,652		\$1,563,048
Total Preservation Credits	11,927		\$575,223	33,937		\$2,319,892	45,863		\$2,895,115
Total Wetland Mitigation			\$0			\$200,000			\$200,000
Totals			\$1,511,203			\$3,146,960	60,516		\$4,658,163

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET	Water	and Sewer CP	O Fund	REQUESTED BY		David Cannon	
FISCAL YEAR		FY 2010-2011		DATE	No	ovember 15, 20	10
PROJECT SOURCES				PROJECT USES			
Source Description and Code	Project To Date	Requested Amendment	Revised Project	Project Description and Code	Project To Date	Requested Amendment	Revised Project
WP003- Catawba River Reservi	or Expansion			WP003- Catawba River Reservice	or Expansion		
IFT from W&S Oper Fd	3,411,874	768,944	4,180,818	Capital, Legal Land Easements	-	2,500,000	2,500,000
Capital Contributions	296,389	-	296,389	Architectural & Engineering	1,977,207	-,,	1,977,207
				Construction	1,731,056	(1,731,056)	-
14/7050 4 1-f	CMCD)			NETOSO A see a lafaceta seturo (6	· · · · · · · · · · · · · · · · · · ·		
WT052 - Anson Infrastructure (IFT from W&S Oper Fd	6MGD) -	2,046,000	2,046,000	WT052 - Anson Infrastructure (6 Capital, Legal Land Easements		2,046,000	2,046,000
Other Water & Sewer Projects	E0 E00 400		50 500 400	Other Water & Sewer Projects	402 200 000		102 206 086
IFT from W&S Oper Fund	59,588,420 1,318,725		59,588,420 1,318,725	All Other W&S Capital Proj's	103,296,986		103,296,986
Self Help Proj's-Various Sources Debt Proceeds	37,380,847		37,380,847				
Other Revenue Sources	5,008,994		5,008,994				
					407.005.040	2011011	400 000 400
	107,005,249	2,814,944	109,820,193		107,005,249	2,814,944	109,820,193
EXPLANATION:				viously transferred from Water & Sev			er & Sewer
				voir Expansion and Anson County We excess appropriation will be realloca			anad
				projects will be closed.	ited to the dilan	ocated / unassi	gneu
	account and the	iese Capitai i i	oject Ordinarice j	rojecta wiii be closed.			
DATE:				APPROVED BY:			
					Bd of Comm/Co	, -	
					Lynn West/Clei	k to the Board	
		FOR	FINANCE POST	ING PURPOSES ONLY			
PROJECT SOURCES				PROJECT USES			
Source	Project	Requested	Revised	Project	Project	Requested	Revised
Description and Code	To Date	Amendment	Project	Description and Code	To Date	Amendment	Project
WP003- Catawba River Reserv	ior Expansion			WP003- Catawba River Reservi	ior Expansion		
IFT from W&S Oper Fd	3,411,874	768,944	4,180,818	Capital, Legal Land Easements		2,500,000	2,500,000
64471400-4061				64571400-5592-WP003			
Capital Contributions	296,389		296,389	Architectural & Engineering	1,977,207		1,977,207
64471400-4845-WP003				64571400-5594-WP003 Construction	1,731,056	(1,731,056)	_
				64571400-5595-WP003	1,701,000	(1,701,000)	
				Married Asset Assets Assets	(01400)		
WT052 - Anson Infrastructure	(6MGD)	0.040.000	0.040.000	WT052 - Anson Infrastructure ((6MGD)	2.046.000	0.046.000
IFT from W&S Oper Fd 64471400 4061		2,046,000	2,046,000	Capital, Legal Land Easements 64571400-5592-WT052		2,046,000	2,046,000
0447 1450 4061				543, 1400-5532-401032			
		2,814,944				2,814,944	
Prepared By							
Posted By						Number	CPO - 140
Date						Number	UFU - 140

ACTION AGENDA ITEM ABSTRACT Meeting Date: Nov 15, 2010

(Central Admin. use only)						
tructural Problem Engineering Fees						
EARING: No						

7

SUBJECT:

Jesse Helms Park Entrance Bridge S

(CM&E)

DEPARTMENT:

Parks and Recreation

PUBLIC H

ATTACHMENT(S):

Spreadsheet Indicating Engineering Rates

INFORMATION CONTACT:

Bill Whitley

TELEPHONE NUMBERS:

704-843-3919

DEPARTMENT'S RECOMMENDED ACTION: Approve necessary engineering fees for CM&E related directly to resolving the current structural problem with the Jesse Helms Park Entrance Bridge on a not to exceed \$10,000 to cover the initial anticipated work hours and reimburseables. If approved, Staff would request that the County Manager be authorized to sign the task order after legal review.

BACKGROUND: The current structural problem with the Jesse Helms Park Entrance Bridge has created a requirement for additional work hours for the County's Contracted Engineer (Capital Management and Engineering /CM&E). These required work hours fall outside their original scope of work of monitoring the progress of bridge construction and should be compensated accordingly.

At this time, the amount of work hours required to assist in correcting the discrepancy is unknown. At the same point, Staff realizes the need to closely monitor County funds required to assist in the correction of said problem through limiting additional work requests to CM&E. Based on the attached "Engineering Rates Sheet", Staff would request additional funding on a not to exceed amount of \$10,000 to cover payments for such required and "undetermined" work hours and reimburseables.

If approved, CME will be directed not to provide any "chargeable" additional work hours without a proper written request from the Owner in the form of either an e-mail or letter and to properly track expenses of such a request. For proper tracking and possible County reimbursement, requests for payment by CM&E will be invoiced based on a documented written request and actual costs of that request (hourly rate and expenses). We will further request a weekly update

FINANCIAL IMPACT: Funding for this request is not currel Budget.	ntly in the Parks and Recreation
Legal Dept. Comments if applicable:	
Finance Dept. Comments if applicable:	

of charges made against these additional funds to closely monitor when these funds may expire.

Manager Recommendation:

RATES RECEIVED BY CM&E (November 10, 2010 @ 4:48PM)

Service Title	Hourly Rate
Senior Construction Manager	\$113.66
Senior Construction Engineer	\$123.12
Senior Project Engineer - Construction	\$77.86
Secretary	\$43.56

Expenses will be billed at cost.

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET	General Cap	ital Project Ord	inance Fund	REQUESTED BY	David C	annon and Bill	Whitley
FISCAL YEAR		FY 2010-11		DATE	N	ovember 15, 20	10
PROJECT SOURCES				PROJECT USES			
Source Description and Code	Project To Date	Requested Amendment	Revised Project	Project Description and Code	Project To Date	Requested Amendment	Revised Project
PR041 - Jesse Helms Park Br							
IFT From General Fund	658,720	10,000	668,720	Land and Improvements	658,720	10,000_	668,720
					_		
	658,720	10,000	668,720		658,720	10,000	668,720
EXPLANATION:	adjust the CF	O for the JHP E	Bridge project. ital project, all	previously transferred from the Genexcess funds will be remitted to the tand this Capital Project Ordinance	"unallocated	funds previous	
DATE:				APPROVED BY:		County Manage lerk to the Boar	
PROJECT SOURCES		FOR FIN	NANCE POSTI	NG PURPOSES ONLY PROJECT USES			
Source Description and Code	Project To Date	Requested Amendment	Revised Project	Project Description and Code	Project To Date	Requested Amendment	Revised Project
PR041 - Jesse Helms Park Br IFT From General Fund 40461374-4010-PR041	i dge 658,720	10,000	668,720	Land and Improvements 40561374-5570-PR041	658,720	10,000	668,720
	658,720	10,000	668,720		658,720	10,000	668,720
Prepared By Posted By Date	aar <	36				Number	CPO - 142

ACTION AGENDA ITEM ABSTRACT Meeting Date: 11/15/10

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

SUBJECT:		es for the Downtown C	mmissioners to Consider ore of Waxhaw, Stallings ment
DEPARTMENT:	Central Admin	PUBLIC HEARING:	No
ATTACHMENT(S):		INFORMATION CON	TACT:
` '		Lanny Oper	nshaw
		TELEPHONE NUMB	FRS:
		TELEPTIONE NOISID	LING.
DEPARTMENT'S RE	COMMENDED ACTION:	Staff defers to Commis	sioner Openshaw.
specific topic of discu	mmissioner Openshaw ha ission would be to conside llings, and Indian Trail to p	r the upgrade of sewer	lines in the downtown
FINANCIAL IMPACT	: To be Determined		
Legal Dept. Comme	nts if applicable:		
Finance Dent Com	mente if applicable		
Finance Dept. Com	ments if applicable:		
Manager Recomme	ndation:		

ACTION AGENDA ITEM ABSTRACT Meeting Date: 11/15/10

Action Agenda Item No. (Central Admin. use only) SUBJECT: Consideration of Adding Prospective Mineral Springs and Fairview Sewer Lines to the Master Plan without allocating Funding-Staff is to check with Unionville to Determine their Needs **DEPARTMENT:** Central Admin **PUBLIC HEARING: No. INFORMATION CONTACT:** ATTACHMENT(S): Lanny Openshaw **TELEPHONE NUMBERS: DEPARTMENT'S RECOMMENDED ACTION:** Staff defers to Commissioner Openshaw. BACKGROUND: Commissioner Openshaw has asked that this item be on the agenda for discussion and consideration. Commissioner Openshaw has asked that the future Board be asked to consider this request for funding at the appropriate time. FINANCIAL IMPACT: To be Determined Legal Dept. Comments if applicable: Finance Dept. Comments if applicable:

Manager Recommendation:

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11-15-2010

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

SUBJECT:	Pharmacy Benefit Management Services Agreement				
DEPARTMENT:	Personnel	PUBLIC HEARING: No			
ATTACHMENT(S):		INFORMATION CONTACT: Mark Watson			
		TELEPHONE NUMBERS: 704-843-1721			

DEPARTMENT'S RECOMMENDED ACTION:

Authorize the County Manager or his appointed representative to execute the Pharmacy Benefit Management Services Agreement with Catalyst Health Solutions, Inc. dba Catalyst Rx, after legal review is completed.

BACKGROUND:

The Union County Employee Group Health Plan (Health Plan) operates as a partially self-funded insurance program providing medical and Rx coverage to 1,800 eligible individuals.

It utilizes the administrative services of a Third Party Administrator (TPA) to process and pay major medical claims, and gain access to medical procedure discounts through Preferred Provider Organizations (PPO).

Likewise, the Health Plan utilizes a Pharmacy Benefits Manager (PBM) to process and pay Rx claims and access pharmacy network discount pricing.

Catalyst Rx has provided PBM services to the Health Plan since 2004.

The recent corporate sale of the Health Plan's TPA, Kanawha Healthcare Solutions through which PBM services were accessed, created an opportunity for the Health Plan to enter into a direct Pharmacy Benefit Management Services Agreement with Catalyst Rx. As a result the Health Plan, with the assistance of its employee benefit consultant Aon/Hewitt, negotiated a services agreement with Catalyst Rx that provides improved Rx pricing.

Due to the highly competitive nature of the pharmaceutical market, the pricing content of the Pharmacy Benefit Management Services Agreement with Catalyst Rx is considered a proprietary trade secret and may not be published to the general public or otherwise released in any form.

The Pharmacy Benefit Management Services Agreement with Catalyst Rx is available in the office of the Clerk to the Board and can be reviewed by members of the Board of County Commissioners during normal business hours or by appointment.

FINANCIAL IMPACT: No additional funding required.

Administrative fees are based on a processing fee per Rx paid claim. Based on the number of paid claims in the last 3 plan years and the number of paid claims expected in the current plan year, the amount to be paid for Rx administrative fees is projected not to exceed \$30,000. Funding to cover all cost associated with PBM administrative fees and to pay all Rx benefit claims was allocated in the BOCC 2010-2011 budget appropriation for the Health Plan.

Legal Dept. Comments if applicable:	
Finance Dept. Comments if applicable:	
Manager Recommendation:	

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11/15/10

Action Agenda Item No. 4/162c (Central Admin, use only)

SUBJECT:

Contract - Mailing Equipment

DEPARTMENT:

Tax Administration-

Collections

PUBLIC HEARING:

Nο

ATTACHMENT(S):

Equipment Lease Contract **Equipment Maintenance Contract** INFORMATION CONTACT:

Vann Harrell John Petoskey

TELEPHONE NUMBERS:

704-283-3591 704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Authorize the County Manager to approve pending legal approval

BACKGROUND: Under the N.C. General Statutes governing the collection of delinquent property taxes all wage garnishment and bank attachment notices are required to be sent via certified mail with a return signature required. Each one of these notices requires two copies to be mailed, one copy to the taxpayer and one to the employer or the bank. Historically we have processed around 350 of these notices per month. With our recent software enhancements this number will increase significantly in the coming months.

This process requires a significant amount of both time and postage in the preparation and mailing of these notices. The postage cost alone for each piece of certified mail with return receipt is \$5.54, not including the labor cost of having to manually prepare all of the green card notices for the return signatures.

We have been presented with an opportunity from our current vendor to lease a new postage machine which will allow us to process these certified mail notices electronically. Processing them electronically will allow us to save at least \$1.20 per piece of certified mail that we send out reducing the postage cost per notice in addition to allowing us to increase the productivity of the impacted employees. This is not an additional equipment lease agreement but a replacement for our current postage/mailing machine lease.

FINANCIAL IMPACT: 471.87/month for 51 months, total of \$24,065.37

Legal Dept. Comments if applicable:	 	
Finance Dept. Comments if applicable:		
Manager Recommendation:	 	

UNION COUNTY - CONTRACT CONTROL SHEET Routing Order: (1) Department, (2) Attorney, (3) Risk Management, (4) Information Systems, (5) Finance, (6) Clerk, (7) County Manager DEPARTMENT EVERY FIELD IN THIS SECTION MUST BE COMPLETED Party/Vendor Name: Lineage Party/Vendor Contact Person: Susen Miller Contact Phone: 704-559-6569 ext 2034 Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract): Address: 9801-C Southern Pine Blvd City: Charlotte ____State: NC Zip: 28273 Tax Collections Amount 82/mo - 984/yr Department Purpose: Maintenance Agreement for IM480 Mail Machine with Electronic Certified Return Receipt Software & LTFYC116 Meter Budget Code(s)(put comma between multiple codes): 10-541500-5352 Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable] TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: ASAP 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 OCT 2 1 2010 Department Head's Signature: ATTORNEY Approval by Board This document has been reviewed and approved by the Approval by Manager (less than \$20,000) Attorney and stamp affixed thereto. Yes No Approval by Manager per authorization of Board 🔲 Date of Board authorization: Attorney's Signature: Approval by Manager subject to authorization by Board 🖵 Date: Date Board authorization requested: Clerk to confirm authorization given RISK MANAGEMENT Use Standard Template 🚨 [Include these coverages: CGL Q; Auto Q; WC Q; Professional Q; Property Q; Pollution Q; Nonprofit Q; Technology E&O Q] OR See Working Copy 🔘 OR No Insurance Required 🔾 Hold Contract pending receipt of Certificate of Insurance With incorporation of insurance provisions as shown, this document is approved by the Risk Manager: Risk Manager's Signature: INFORMATION TECHNOLOGY DIRECTOR (Applicable only for hardware/software purchase or related services) This document has been reviewed and approved by the Information Systems Director as to technical content. IT Director's Signature Date: **BUDGET AND FINANCE** Date Received: Yes O No O -Sufficient funds are available in the proper category to pey 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. Vendor No.: _____Encumbrance No.: ____ Budget Code Notes Yes O No O - A budget amendment is necessary before this agreement is approved. Yes Q No Q - A budget amendment is attached as required for approval of this agreement. Finance Director's Signature. **CLERK** Approved by Board: Approved by B Date Received: Agenda Date: Clerk Attorney

COUNTY MANAGER

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

County Manager's Signature.

Service Agreement (See Page Two for Terms and Conditions)

AGREEMENT made	and entered into this dat	e ()	by and between	LINEAGE	herein called "the Company"	
and Customer Name:	County of Unit	on Tax Administration	on		herein called "The Customer".	
(Ship to) Address	500 N. Main S	treet Suite 119				
City, State, Zip	Monroe, NC 2	8112			Equipment Location	
Customer Name:						
(Bill to) Address	· ·					
City. State, Zip			Transcript MA		Bill to Address (If same, write "same")	
SOFTWARE AND EQ	UIPMENT TO SE COVI	ERED UNDER THIS SEI	RVICE AGREEMEN	F, herein collectively o	======================================	
	MODEL	SERIAL	¬	MODEL	SERIAL	
	NUMBER	NUMBER		NUMBER	NUMBER	
	IM480 eter LTFYC116					
1116	HEILIPICII					
						
Service to Begin D	Date:		nnuat Renewai Invo	ice Date:		
•					reverse side of this form.	
Critical Care S travel are also charge. Perior usage. On En Critical Care S modifications t (*) Standard Care Standard Serv travel are also Preventative in labor rate. Sta Service Plan d [] Economy Care are only availa included. Loan 1] Block Time Se % hour interval programming. [] I do not wish to Machine, I als	included. If the Comparidic preventative mainten lengency Service Calls, interpreted to their original specifical service customers may a to their original specifical service Plan - Control included. If the Comparinaintenance services maintenance service customers receive or included. If the Comparinaintenance service customes and and Care Service customers receive upon request and with the properties of	e our "premier" level of s ny is unable to repair the lance services will be sci our Critical Care Service tso receive up to four (4) tion at no additional char act Price: "S82.0 "In "standard" level of ser ny is unable to repair uni ty be scheduled on contr tomers will receive a fou itional operator training a met Price: "In the commy level all be charged at the Com allable on a rental basis. "In @ \$	pervice. ALL REPLAC Machine within a re- meduled at regular into customers will receive thours per year of ne ge. 00/month proce. Many of the re- t within a reasonable racts that have a valu- r (4) hour response to after completion of ini- gli of service. This plan ripany's then current in processor to the per- service labor time. perator training, telephat, upon expiration of the Machine under	asonable period of time ervals to be determined and call status over we operator equipment but TAX where applied approach of time, loaned e greater than twice to me (averaged) on Ential installation of the lust TAX where applied is a labor only service ate for parts and laborate for parts and labo	included at no additional charge. Labor and ite, loaner equipment will be provided at no ed by the Company based upon Machine er lower level or non-contract customers. It training, or minor programming sicable. Included at no additional charge. Labor and requipment will be provided at no charge, the Company's currently published hourly lergency Service Calls. The Standard Care Machine.	
back up to the Payment Terms:	Company's specification	ns before any agreement	is will be accepted.			
	check attached. Checi IO days from Invoice de		Date: Purchase O		umount;	
THE CUSTOMER AND		DERSTAND AND AGRE			CLUDES THE TERMS AND CONDITIONS	
ACCEPTED BY CUST	TOMER:			Dates		
Print Name; ACCEPTED BY THE				Title:		
	-			D-	ite:	
-						
_						
All contra	cts must be accepted i	by The Company Accep	otance Date		_ by	

Terms and Conditions

The parties hereto covenant and agree as follows:

- 1. This Agreement shall commence on the "Service to Begin Date" (commencement date) and shall continue for an original term of one (1) years and shall renew thereafter for successive annual renewal periods unless terminated by either party by the giving of written notice to the other party not less than thirty (30) days prior to the expiration of the current term (original or renewal). In the event that this agreement should be terminated by the customer prior to the ending date of the then current term (original or renewal), the customer shall not be entitled to any refunds of any amount paid under this agreement. The terms and conditions set forth herein shall remain in full force and effect during any renewal term, except that the annual rates set forth herein shall be adjusted during any renewal term to Company's then current rates.
 - During the term hereof, as extended or renewed, the Company shall provide Customer pursuant to the terms and conditions set forth herein, certain out-of-warranty Service (as herein defined) with respect to the following unit(s) (herein collectively called "Machine") unless Service with respect to a particular Machine is scheduled to begin as herein indicated on a date other than the commencement date as shown on reverse side.
 - The Company's obligations hereunder (herein called "Service" shall be limited to providing: (i) periodic inspections and diagnostic checks of the Machine and (ii) repair or replacement of complete assemblies resulting from the wearing out of numerous parts. The Company reserves the right to use new or recycled parts when performing repairs on the Machine as long as they meet or exceed manufacturer's specifications.
 - For computer-based systems, the Company's obligations hereunder shall not include backup and/or recovery of applications, programs or data from such systems. If service is required due to hardware and/or software failure that results in a loss of these items, the Customer shall be charged at the then current hourly rate for consultation, programming, development and/or labor to restore the system to its prior operating condition, when and if possible. These charges shall be in addition to any charges already paid by the Customer hereunder.
- Any Warranty parts or labor provided by the Company under a Warranty made by the Company in connection with the safe of the Machine by the Company
 to Customer shall be provided pursuant to the terms and condition of said Warranty and not pursuant to this Agreement.
- Service shall be performed during the Company's usual business hours which are Monday through Friday 8:00 AM to 5:00 PM, excluding Holidays. However, Service, when and if available after the Company's usual business hours, and on Saturdays, Sundays and Holidays, must be scheduled in advance, and shall be charged at the Company's then current "after hours" hourly rate for labor, travel and expenses in addition to any charges already paid by Customer hereunder.
 - If the Machine is regularly used by more than one (1) shift of personnel, the charge set forth herein shall be increased by fifty (50%) percent per each additional shift regularly using the Machine.
 - If the Machine usage exceeds the manufacturer's recommended monthly and/or annual cycle usage counts, the charge set forth shall be increased by a percentage equivalent to the excess usage.
- 9. Preventative maintenance may be performed at the same time as a requested service call.
- 10. If, in the Company's opinion, the Machine ought to be removed for an overhauf, rebuild, or shop reconditioning because on-site repair and/or replacement of parts cannot keep the Machine in satisfactory operating condition, the Company will submit a cost estimate to Customer for such service and if authorized by Customer, the Company will perform such service at the sole expense of Customer which will be in addition to any charge paid by Customer hereunder. Any parts or supplies hereunder shall be free from manufacturing defects in material and workmanship under normal use for a period of ninety (90) days after same are supplied to Customer. This Warranty does not apply to any parts or supplies that have been tampered with or repaired by persons other than persons authorized by the Company to perform service on the machine or if the part of supply has been subjected to misuse or abuse. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. In case of any breach of the Warranty, the Company's obligations shall be limited to the repair or replacement of any defective part without charge. THE COMPANY SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSE OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATION.
- 12 In the event that the Company provided Service hereunder for any of the following units, the parts listed next to said units are hereby expressly excluded from the Company's obligations hereunder.

All Makes and Models - Consumable supplies including but not limited to: labels, tape pads, tape rolls, ink, ink rollers and cartridges, computer paper, printer ribbons, sealing brushes and sponges, sealing solution, and cleaning solutions

Electronic scales - No exclusions

Folders/Inserters - No exclusions

Printers - Print heads, excluded <u>Mailing Machines (All Models)</u> - No exclusions Shipping Systems - Hardware and/or software required for package/freight carrier rate, zone or compliance changes

Letter Openers/Extractors - Rubber feed rollers and cutting blades

Shredders/Bursters - Cutting blades, if rollers are not kept oiled which is a customer responsibility

Barcode Scanners - Cables, lenses

Computer Systems - Software upgrades, application changes, (see paragraph 4 above)

- 13 The Company's Service is contingent upon the proper use of all equipment and does not include:
 - a) Electrical work external to the equipment or service related to accessories, attachments, or other devices not furnished by the Company;
 - b) Service caused by materials or supplies that do not meet manufacturer specifications;
 - Repair of damage, or increase in service time resulting from:
 - 1) Accident, transportation, ebuse, neglect, theft, fire or water damage, mlause or other than ordinary use;
 - 2) Failure of electrical power, air conditioning or humidity control; and
 - 3) Alterations which include but are not limited to, any changes in the Company's design, installation, or removal of the Company's features, or any other modifications, whenever any of the foregoing are performed by other than the Company's personnel.
 - Making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices;
 - Such service, which is impractical for the Company's personnel to render because of alteration in the equipment or their connection by mechanical or electrical means to another Machine or device;
 - Service of equipment located in an unsuitable place of installation or in a hazardous, unsafe, or threatening environment, as determined by the Company:
 - g) Normal operator functions as described in operator's manuals, or training after initial installation and training has been performed:
 - h) Problems relating to, or caused by hardware end/or software not supplied by the Company; and
 - Problems relating to or caused by operating environment including heating, air conditioning, humidity and power which are not compliant with the Company's and/or manufacturer's specifications
- 14 If persons other than the Company's personnel perform maintenance or repair of equipment and, as a result, further service by the Company is required, such repairs are not included in the charges set forth in this agreement, and the Customer shall be charged at the Company's then current rate for time and materials. Service performed by third parties could be the basis for voiding any existing warranties.
- 15 This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotlations, commitments and agreements with respect to its subject matter. This Agreement may not be modified except in writing, acknowledged and signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase order or acknowledgments submitted by the customer.

UNION COUNTY — CONTRACT CONTROL SHEET

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

DEPARTMENT EVERY FIELD IN THIS SECTION MUST BE COMPLETED						
Party/Vendor Name: MailFinance						
Party/Vendor Contact Person: Susan Miller Contact Phone: 704-559-6569 ext 2034						
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract);						
Address: 9801-C Southern Pine Blvd City: Charlotte State NC Zip 28273						
Department Tax Collections Amount 389.87/mo for 51 mo = 19,883.37						
Purpose: Lease Agreement for IM480 Mail Machine with Electronic Certified Return Receipt Software & LTFYC116 Meter						
Budget Code(s)(put comma between multiple codes): 10-541500-5430						
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: ASAP						
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 tegrinical contant.						
Department Head's Signature Date: OCT 2 1 2010						
Approval by Board This document has been reviewed and approved by the						
Approval by Manager (less than \$20,000) Attorney and stamp affixed thereto Yes No						
Approval by Manager per authorization of Board Date of Board authorization Attorney's Signature						
Approval by Manager subject to authorization by Board Date:						
Date Board authorization requested:						
· · · · · · · · · · · · · · · · · · ·						
Use Standard Template RISK MANAGEMENT [Include these coverages: CGL □, Auto □; WC □, Professional □; Property □; Pollution □; Nonprofit □; Technology E&O □]						
OR See Working Copy CI OR No Insurance Required C						
Hold Contract pending receipt of Certificate of Insurance						
With incorporation of insurance provisions as shown, this document is approved by the Risk Manager,						
Risk Manager's Signature:						
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 NoEncumbrance 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: Q Yes Q No at meeting of						
Signature(s) Required: Board Chairman/County Manager Finance Director						
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:						



MailFinance Lease Agreement For use with all Hasler Products

						S	ction (A) Des	lar Information				
Dealer I		r:		Dealer Name: Phone			Phone #; 704 559 6569		Den	e Submitted:		
3338681 Lineage Charlotte												
C		ne (Fuil legal	Section (8) BIII	ing info	ofmation_	n		Company Name (Full	Istaliation Informet	ion (ii di	merent from	n pilling intermation)
	-		ax Administrat	lon				Company reside (For	iogai name į.			
DBA								DBA:				
Mailing 500 N			Suite 119					Installation Address ((No PO Boxes):			
City	.0 0				Siate	Zip Code 28112	• 4	City			State	Zip Code + 4
County					1			County				1000
Contact		:		Email A	ddress.			Contact Name		Email A	ddress:	
Vann	Harr	•II		Vanh	anharrell@Co.Union.Nc.Us							
704 2				704 2	mber 83 3897	1		Phone Number;	r; Fax Number:			
Purchar	se Orde	o₁ #						Main Post Office		P	ast Office 2	ip Code • 4
Tax Exe	empi?{	Exemption C	Certificate is required	if Yes)	☐ Yes	□ No		☐ Use my existin	ng TMS Account Numb	er:	_	
							Section (D)	Equipment				
Quare 1			Model/Part Humb	\$1			mail ma		ndude serial # if applicable nic Certified Return		t softwar	76
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		S	ection (E) Payr	nent in	ormatio							-
			uency: Monthi					:	Section (G) Service	s (Chec	k all that ap	oply)
	# 0	f Months	Monthi	y Payme	nt (Plus ar	pplicable tax	(es)	Postage Meter	Rantal			
First 51 \$389.87			☑ TotalFunds Po	slage Management (fi	or eligible	accounts)	•					
Next	Next \$			☐ Online Advant	age							
Next \$		\$			Online Rate Pr	retection						
Сипеп								Online Postst 1	Expense Management	1		
New Le	ease #	<u> </u>						Online USPS e	Services			
Bank No		tion (F) A	CH Direct Deb	It (For	ease par	yments_on	(<u>v</u> i	☑ Onlina USPS e	Sarvices with Electro	nic Retui	rn Receipt	•
								☐ Rate Change P	Protection/eRCP Contr	act		
Bank Co	ontact I	Name;		Benk Co	enk Contact Phone:		Softwars Care (for electronic shipping and accounting applications)					
Bank Ro	outing i	Humber:		Bank Ad	Benk Account Number:		☐ Maintenance (provided by your authorized Hester Dealer) ☑ Professional Installation & Training (provided by your authorized Haster Dealer)					
Plea:	se att	ech a blan	k volded check.	A depo	sit slip w	e ed ton Illi	ccepted.	M Proressional In	IVISIISTION & TAINING	provided b	y your eutho	onzed Hasler Dealer)
							Section (H) Approva!				
Neopost that you sign the	t USA k i have n : agreen	nc.; and a To ecalved, read nants on behi	(#Funds Account Ag I, and agree to all ap	reement w picable ter entified ab	rith Mailroon The and con	m Finance, In: nctions (versi	:. Your signature or ons L-10.09), which	anstitutes an offer to enter in pre elso averable at http://	if Agreement") and an Onlin the Lease and, if applice hastering com/terms/dealer identified above only after	itile, the of	ther agreeme	ents, and acknowledges hall you are authorized to
Authoriz	zed Sig	onature								Date Acce	epted	
Print Na	eme en	nd Titte	_									
MailFine	ance A	noitezinontu								Date	Accepted	

EQUIPMENT LEASE

In this Equipment Lease (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the order form. "We," "Us" and "Our" mean the lessor, MailFinance Inc.. "Supplier" refers to either Neopost USA Inc., or any other third party that has manufactured or is providing services related to the Equipment.

- 1. Lease of Equipment, THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, and other products listed on the order form, together with all existing and future accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Equipment") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Equipment. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms contained in the Online Services and Software Agreement with the Supplier.
- 2. Promise to Pay. You promise to pay to Us the lease payment shown on the order form ("Lease Payment") in accordance with the payment schedule set forth on that page, plus all other amounts stated herein. This Lease is binding on You as of the date You sign it. This Lease is not binding on Us until We sign it or until the Equipment is shipped, whichever happens first.
- 3. Initial Term; Remewal. The Initial Term of this Lease will begin on the earlier of either the date the Equipment is installed or five (5) days after the Equipment is shipped by the Supplier and will continue for the number of months shown on the order form ("Initial Term"). Unless You notify Us in writing at least ninety (90) days before the end of the Initial Term that You intend to return the Equipment at the end of the Initial Term, this Lease will automatically renew for periods of one (1) year each (each a "Renewal Period"). The amount You pay for the Equipment will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us ninety (90) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall return the Equipment pursuant to Section 14 of this Lease.
- 4. Lease Payments. PAYMENTS UNDER THIS LEASE ARE UNCONDITIONAL AND WILL CONTINUE FOR THE ENTIRE TERM OF THIS LEASE, WITHOUT ANY RIGHT TO REDUCTION OR SET-OFF. Lease Payments, plus applicable taxes and other charges provided for herein, are payable in advance periodically as stated on the order form. You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to 5% of the amount that is late or the maximum amount allowed by law, whichever is less. In addition, You agree to pay Us Our then-current fee for checks returned unpaid and for ACH direct debit transactions which are rejected.
- 5. Buy-Out of Another Obligation. In the event that We have provided You with money to complete the remaining stream of payments on a lease that You may have with a third party. Your repayment of that amount shall be included as part of Your Lease Payment. You remain solely responsible for the full performance of any commitments that You have made with such third party. You agree that We are not responsible for any difference between the amount that We have provided and any amounts actually due, or claimed to be due, to the third party. In the event that You fail to make all of the Lease Payments set forth on the order form, in addition to any other remedies We may have, You agree to immediately pay Us the unamortized remaining balance of the money given to You to complete the remaining stream of payments on the third party lease.

- 6. Delivery and Location of Equipment. The Equipment will be delivered to You at the Equipment Address specified on the order form or, if no such location is specified, to Your Invoice Address. Your acceptance of the Equipment occurs upon delivery of the Equipment. You shall not remove the Equipment from the Equipment Address unless You first get Our written permission to do so.
- 7. Ownership, Use, and Maintenance of Equipment. We will own and have title to the Equipment during the Lease. You agree that the Equipment is and shall remain personal proporty. You authorize Us to record (and amend, if appropriate) a UCC linancing statement to protect Our interests. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Equipment in accordance with the applicable operation manuals and to keep the Equipment in good working order, ordinary wear and tear excepted.
- 8. Assignment of Supplier's Warranties. We hereby assign to You any warranties relating to the Equipment that We may have received from the Supplier.
- 9. Relationship of the Parties. You agree that You, not We, selected the Equipment and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL. MAINTENANCE, SERVICE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER. WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).
- 10. Default. You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default. We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease;, (B) require You to return the Equipment pursuant to Section 14 below: (C) take possession of and/or render the Equipment unusable, and for such purposes You hereby authorize Us and Out designees to enter Your premises, with or without prior notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Equipment to Us, an amount equal to the remaining value of the Equipment at the end of the then-current term, as reasonably determined by Us. You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Equipment, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Equipment if We repossess it. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.
- II. Finance Lease. You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.
- 12. Automated Clearinghouse Direct Debit ("ACH"). If, You have elected ACH service, You hereby authorize Us to initiate with the depository bank ("Bank") that You have provided to Us a debit of any amounts that become due by You to Us (and/or any of Our affiliates including, but not limited to, Neopost USA Inc. and Mailroom Finance, Inc.) from the specified account, ACH payments shall remain in effect until terminated by the Bank, You, or Us. You must give Us thirty (30) days prior written notice of Your intent to terminate ACH services or any change in Bank account status which would impair Our ability to debit such funds.

- 13. Loss; Damage; Insurance. Unless the order form indicates that You have enrolled in any insurance waiver program that We may offer and You have paid the associated fee. You shall: (i) bear the risk of loss and damage to the Equipment and shall continue performing all of Your other obligations hereunder even if it becomes damaged or there is a loss. (ii) keep the Equipment insured against all risks of loss and damage in an amount at least equal to its full replacement cost, with Us named as sole loss payee thereon; and (iii) provide Us with evidence of such coverage upon request by Us. If You have enrolled in Our insurance waiver program, and any loss, damage or destruction to the Equipment occurs that does not result from Your gross negligence or willful misconduct, We shall (provided You are not in default under this Lease) repair or replace the Equipment and Your Lease obligations will remain unchanged. The insurance waiver program is not insurance. Therefore state regulatory agencies have not reviewed the program, this Lease, any of the fees charged hereunder, or Our financial condition.
- 14. Return of Equipment. You are required to return the Equipment under this Lease. Upon the termination of this Lease You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Equipment at Your expense, to any location(s) that We designate, within the United States. The Equipment must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.
- 15. Indemnification. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses, and costs (including reasonable attorneys' fees) made against or incurred by Us relating to Equipment Matters (as defined below). Your obligations pursuant to this Section shall survive the termination or expiration of this Lease.

 16. Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUIDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE EQUIPMENT, ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE, WE PROVIDE THE EQUIPMENT TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."
- 17. Documentation Fee. In addition to the Lease Payment, You agree to pay Us a one-time fee (not to exceed \$100.00) to cover the origination. documentation, processing and certain other costs associated with this Lease. This fee will be included on Your initial invoice from Us.
- 18. Taxes. You agree to pay for all applicable taxes related to the Equipment, including taxes related to Your acquisition, possession, and/or use of the Equipment as well as all property taxes on the Equipment. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. In addition, in the event We determine it is reasonable to do so, You hereby authorize Us to pay any such taxes and to include such amount as part of the capitalized amount used to compute Your payment pursuant to this Lease.
- amount used to compute Your payment pursuant to dist Lease.

 19. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") ANY EQUIPMENT OR THIS LEASE IN WHOLE OR IN PART. We may, without notice to You, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party. You agree not to assert against the new owner any claim, defense or offset You may have against Us or any predecessor in interest.
- 20. Limitation of Liability. WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE EQUIPMENT (COLLECTIVELY.

- "EQUIPMENT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.
- 21. Notice. All notices, requests and other communications hereunder shall be in writing, and shall be addressed to You or Us, as applicable and shall be considered given when (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery.
- 22. Integration. This Lease is the complete, final, and exclusive statement of the terms of the Lease between You and Us and supersedes all other prior and contemporaneous negotiations and agreements, oral or written, between the parties relating to the subject matter hereof. This Lease may not be varied, modified, altered, or amended except in writing, signed by You and Us.
- 23. Severability. In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- 24. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.
- 25. Survival Of Obligations. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.
- 26. Arbitration; Choice of Law; Venue; and Attorney's Fees. Any controversy or claim arising out of or relating to this Lease, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be in Hartford County in the State of Connecticut. This Lease shall be governed by and interpreted in accordance with the laws of the State of Connecticut, excluding its conflict of law principles. All fees and expenses shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation of proofs. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs and the arbitrator(s) shall be authorized to award such amounts.

POSTAGE METER RENTAL AGREEMENT

- 1. Incorporation of Certain Terms. Customer acknowledges that: (i) it has entered an Equipment Lease with MailFinance Inc. (the "Lease"); and (ii) if the Equipment that is subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Neopost USA Inc. Sections 18 through 26 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.
- 2. Provisions as to Use. You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the order form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply

with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

- 3. Rental Fee, Term, and Taxes. The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our thencurrent fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 14 of the Lease.
- 4. Postage Meter Maintenance, Inspections, and Location. We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.
- 5. Postage Advances. We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance. You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.
- 6. Default. In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, MailFinance Ine., and Mailfroom Finance, Ine., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.
- 7. Rate Updates.
 - A. MAINTENANCE OF POSTAL RATES. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.
 - B. Rate Updates with Online Services. If the order form indicates that You are enrolled in Our Online Services program, then You will receive periodic updates for Your covered Equipment and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Equipment or

Postage Meter. The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine. For the purposes of this section, "Integrated" means that the covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the order form indicates that You have selected RCP or Software Advantage, You will receive the following updates for Your covered Equipment or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Equipment or Software; and (ii) updates for zip or zone changes that are compatible with Your covered Equipment or Software. If any reprogramming is required because You have moved the Equipment or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage. You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the thencurrent price for such update: or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.
- 8. UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT REQUIREMENT, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms. The Acknowledgment reads as follows:

UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT.

- 1. The meter licensee ("Customer"), hereby acknowledges that it must transfer funds to the United States Postal Service ("Postal Service"), through a lockbox bank ("Lockbox Bank"), for the purpose of pre-payment of postage on computerized meter resetting system ("CMRS")-equipped meters ("Deposit").
- 2. The Customer may, from time to time, make Deposits in the Lockbox Bank account, identified as: "USPS (Haster TMS)." The Postal Service may, at its discretion, designate itself or a successor as recipient of Deposits by the Customer.
- 3. Any Deposit made by the Customer shall be credited by the Postal Service only for the payment of postage through CMRS-equipped meters. Such Deposits may be commingled with Deposits of other customers. The Customer shall not be entitled to any interest or other income earned on such Deposits.
- 4. The Postal Service will provide a refund to the Customer for the remaining balance in a postage meter upon its return. The Lockbox Bank will provide a refund to the Customer for Deposits otherwise held by the Postal Service; provided, however, that no refunds will be made for funds remaining in any postage meter that is reported lost or stolen, if it is not recovered within thirty (30) days from the date or such report. Refunds are provided in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual Transition Book or its successor.
- The Lockbox Bank, which shall collect funds on behalf of the Postal Service, shall provide Us, on each business day, information as to the amount of each deposit made to the Postal Service by Customer.

Haster Lease Agreement Version; D L-10-09

- 6. The Meter Company may deposit funds on behalf of the Customer. The Postal Service will make no such advances. Any relationship concerning advances is between the Customer and the Meter Company.
- The Customer acknowledges that the terms and conditions of this Acknowledgement may be changed, modified, or revoked by the Postal Service with appropriate notice.
- 8. Postal Service regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual Transition Book or its successor. Customer acknowledges that it shall be subject to applicable rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The Postal Service rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

TotalFunds ACCOUNT AGREEMENT

- 1. Incorporation of Certain Terms. You acknowledge that You have entered a Postage Meter Rental Agreement with Neopost USA Inc. and, if you have an eligible postage meter, then You will have access to a TotalFunds postage funding account and this TotalFunds Account Agreement ("TotalFunds Agreement") shall govern Your use of such account. Any defined terms in the Postage Meter Rental Agreement shall have the same meanings in this TotalFunds Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost USA Inc. Sections 18 through 25 of the Lease are hereby incorporated into this TotalFunds Agreement except that any reference in those sections to the "Lease" refer to this TotalFunds Agreement.
- 2. Establishment and Activation of Account. You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the Postage Meter. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this TotalFunds Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.
- 3. Operation of Account. Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") requests a Postage Meter reset from Neopost USA will notify Us of the amount requested. We will transfer the requested amount to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. There is no minimum or maximum reset amount so long as You do not exceed Your Account Limit (as defined below), and there is no limit on the number of resets that You may request in any month.
- 4. Payment Terms. You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment shown on the statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your Account Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement. Whenever there is an unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day, excluding unpaid interest and fees. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount Page 4 of 5

- available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.
- 5. Account Limit and Account Fees You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law. You agree to pay the amounts set forth in this TotalFunds Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, and a fee for any checks that are returned as a result of insufficient funds. Unless prohibited by applicable law, We may charge You and You agree to pay Our fees then in effect for copies of Your monthly statements. All such fees shall be added to Your Account balance.
- 6. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SERVICE, THE ACCOUNT, OR THEIR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT, OR OTHERWISE.
- 7. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time bottifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this TotalFunds Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this TotalFunds Agreement by either party.
- 8. Default. We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this TotalFunds Agreement: or (iii) are in default under this TotalFunds Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this TotalFunds Agreement. If We are required to take collection action or any other legal action under this TotalFunds Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.
- 9. Remedies. If We have declared that You are in default under this TotalFunds Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your Postage Meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this TotalFunds Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including but not limited to, Neopost USA Inc., and MailFinance Inc.
- 10. Amendments. We may amend this TotalFunds Agreement, or any of its provisions, including without limitation any fees and charges and the Annual Percentage Rate, at any time by at least thirty (30) days written notice (including electronic notice to Your email address as reflected in Our then current records) to You. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

- 11. Notice: Any notice required to be given under this TotalFunds Agreement by either party hereto shall be given if to You, at the address shown on Your order form, and if to Us at P.O. Box 30193. Tampa, Florida 33630-3193.
- 12. Miscellaneous. Upon Our request, You agree to furnish current financial and other information, including Your tax identification number. You understand that We may obtain credit reports in connection with Your Account now and in the future. This TotalFunds Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Florida.

ONLINE SERVICES AND SOFTWARE AGREEMENT

- 1. Incorporation of Certain Terms. You acknowledge that You have entered an Equipment Lease with MailFinance Inc (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 18 through 26 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.
- 2. License Grant and Additional Terms. In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the order form solely for Your own use on or with the Equipment. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be disclosed on a need-to-know basis to Your employees or independent contractors using the Equipment. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms will be provided with the Software and may be supplemented by Us or third party licensors, from time to time, by notice to You.
- 3. Use of Websites. Neopost USA Inc. and/or any of Our affiliates, including, but not limited to, MailFinance Inc. (collectively "Affiliates") may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11/15/10

Action Agenda Item No. 413 (Central Admin. use only)

SUBJECT:	Resolution to Revise the County Commissioners	Regular Meeting Sched	dule of the Board of		
DEPARTMENT:	Central Admin	PUBLIC HEARING:	No		
ATTACHMENT(S): Resolution		INFORMATION CON Wes Baker	TACT:		
		TELEPHONE NUMBI	ERS:		
		704-283-36	30		
DEPARTMENT'S RE	COMMENDED ACTION:	Adopt the resolution.			
BACKGROUND: At the Board of County Commissioners workshop on Wednesday, November 10, 2010, the Board instructed staff to prepare a resolution to revise the regular meeting schedule of the Board by removing the workshop originally scheduled for Wednesday, December 8, 2010.					
FINANCIAL IMPACT	: None				
Legal Dept. Comme	nts if applicable:				
Finance Dept. Com	ments if applicable:				
Manager Recomme	ndation:	_			



OFFICE OF THE COMMISSIONERS AND MANAGER

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

RESOLUTION TO REVISE THE REGULAR MEETING SCHEDULE FOR 2010 OF THE UNION COUNTY BOARD OF COMMISSIONERS

WHEREAS, by resolution adopted on January 19, 2010, the Union County Board of Commissioners established the regular meeting schedule of the Board for 2010 which included a regular work session to be held on Wednesday, December 8; and

WHEREAS, the Board desires to cancel the regular work session scheduled for Wednesday, December 8.

NOW, THEREFORE, be it resolved by the Union County Board of Commissioners as follows:

The Board does hereby revise its regular meeting schedule for 2010 to delete from that schedule the regular work session of Wednesday, December 8. Except as herein amended, the regular meeting schedule for 2010 shall remain in full force and effect.

Adopted this the 15th day of November, 2010.

ATTEST:		
Lynn G. West, Clerk to the Board	Kim Rogers, Chairwoman	_

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11/15/2010

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

SUBJECT: Acceptance of HHS Grant for \$52,326.00

DEPARTMENT: Board of Elections **PUBLIC HEARING:** Choose one....

ATTACHMENT(S):

Grant Application Form
Grant Application Guidelines &
Grant Acceptance Agreement

INFORMATION CONTACT:

John Whitley

TELEPHONE NUMBERS:

704-283-3708

DEPARTMENT'S RECOMMENDED ACTION: Approve the acceptance of this grant request. Adopt Budget Amendment # 10. Increase Elections budget acct: 10-541700-5260 by \$52,326 and revenue account 10-441700-4380 by \$52,326.

BACKGROUND: North Carolina has received EAID H&HS HAVA grant funds to be used to make polling places 100% accessible and ADA compliant. The purpose of this grant is to set forth the requirements that must be met by each county seeking use of the Help America Vote Act (HAVA) funding in order to make all polling places accessible to voters with the full range of disabilities according to section 261 of HAVA. These funds are to be used to make polling places accessible to individuals with the full range of disabilities (e.g., impairments involving visual, hearing, mobility, dexterity or elderly) by establishing or improving parking, paths of travel, door hardware, entrances, exits and voting areas through the use of varied accessibility tools. These funds are also to be used to provide the same opportunity for access and participation for individuals with the full range of disabilities with privacy and independence by implementation of this HAVA approved Voting Booth will allow individuals with the full range of disabilities to vote with the same privacy and independence as a non-disabled voter. This 4-station voting booth is designed providing an ADA-accessible height with ADAAG-required approach and leg clearance for voters with and without disabilities.

FINANCIAL IMPACT: Use these funds to purchase 57 of the 4-station voting booths (1 per precinct & 1 per One-Stop (early voting) site). These funds have not been included in our approved 2010-2011 budget, therefore appropriation must be made for the receipt and dispersement of these funds. These grant funds can only be used for the purpose for which the

grant was awarded and used only as requested in the grant request. This awarded grant includes the cost of the voting booths and the shipping expenses. Union County will have no expense in the purchase of these 4-station voting booths.				
Legal Dept. Comments if applicable:				
Finance Dept. Comments if applicable:	_			

Manager Recommendation:

BUDGET AMENDMENT

BUDGET _	Board of Election	s	REQUESTED BY	John Whitley	
FISCAL YEAR	CAL YEARFY2011		DATE	November 15, 2010	-
INCREASE			<u>DECREASE</u>		
Description			<u>Description</u>		
Operating Expenses		52,326			
Federal Revenue		52,326			
Explanation:	Appropriate federal HAVA gra	ant funds for 57	7, four station ADA comp	liant voting booth/tables.	
DATE			APPROVED BY		
				Bd of Comm/County Manager Lynn West/Clerk to the Board	
	F	OR POSTING	PURPOSES ONLY		
DEBIT			CREDIT		
<u>Code</u>	Account	<u>Amount</u>	<u>Code</u>	Account	
10541700-5260	Printing & Office Supplies	52,326	10441700-4308	Fed Grant - HAVA	52,326
			-		
	Total	52,326		Total _	52,326_
	Prepared By		all	Total _	32,320
	Posted By			Nii-a-	40



North Carolina State Board of Elections



July, 2009

Grant Application Guidelines

The purpose of this grant is to set forth the requirements that must be met by each county seeking use of the Help America Vote Act (HAVA) funding in order to make all polling places accessible to voters with the full range of disabilities (according to section 261 of HAVA).

North Carolina has received HAVA DHHS grant funds to be used to make polling places 100% accessible and ADA compliant. These funds will be distributed to the counties based on their grant application and availability of funds. The guidelines and stipulations set forth below must be followed. All funding and expenditures will be subject to state and federal audits.

The funds are to be used to:

- a. Make polling places accessible to individuals with the full range of disabilities (e.g., impairments involving visual, hearing, mobility, dexterity, or elderly) by establishing or improving parking, paths of travel, door hardware, entrances, exits, and voting areas through the use of varied accessibility tools. (e.g., ramps, handrails, magnifying lenses, devices to alert curbside voters)
- b. Provide the same opportunity for access and participation for individuals with the full range of disabilities (e.g., privacy and independence) by implementing solutions that will create equal service and improved sensitivity.

Guidelines

- 1. Accessibility funds for <u>permanent</u> improvements on buildings or property will generally only be granted for publicly owned buildings/property. Funding for private facility improvement will be considered on a case by case basis based upon the following: a) There is no public solution: b) There is no other suitable private solution: c) The county or a government entity agrees to contribute public funds for use as part of the cost of the proposed accessibility improvements and d) County Board of Elections and owner agree in a written document that this is a long term solution for at least two federal elections.
- 2. Funds CANNOT be used for anything other than accessibility.
- 3. A detailed plan of expenditure needs must be included with the survey.
- 4. All expenditures must be specific and well documented; a detailed report of all funding will be required, until the money is either spent or returned.
- Under no circumstances are these funds to be supplanted from the County Board of Elections budget by the county governing body or budget office.
- Counties who provide matching funds to make permanent changes will be given priority in grant approvals.

Product	Quantity	Cost/Unit	Total Cost
Threshold Ramps			
(list sizes)			
Handrails			
Door Hardware			
Curbside Assistance			
Alert			
Path of Travel			
(planks for gravel			
lots, etc)			
Offset Hinges (to			
widen doors)			
Doorstops (to prop			
interior doors open)			
Other (please list)			

(Continue on additional pages if needed)

INTERIOR/VOTING PROCESS ACCESSIBILITY IMPROVEMENTS

Product	Quantity	Cost/Unit	Total Cost
Magnifying Glasses			
Accessible Tables (1) per precinct	57	799.00	\$45,543.00
Franklin 4-Station voting booth, ADA accessible with ADAAG required approach	Includes 1 per each O/S site & 1 for in- lieu of office site	119.00 shipping	Shipping: \$ 6,783.00 Total: \$52,326.00
Hearing Aids			
Curtains/Privacy Aids			
Other (please list)			

A report of expended funds must be provided to the State Board of Elections. Provide the name of the County Financial Officer responsible for the accounting of funds:

David Cannon	704-283-3631	david.cannon@co.union.nc.u
COUNTY ENIANCIAL OFFICER	PHONE	FMAII

DUNTY BOARD OF ELECTIONS CHAIR DATE

INCLUSION SOLUTIONS PROPOSAL 2010

Proposal Date

7/27/2010

Delivery

TBD

Election Authority

BILLING INFORMATION

Union County Board of Elections

Rep PO MM

Contact

John Whitley

Address

316-B East Windsor Street

City

Monroe State

NC

28112

Phone

704-283-3809

Fax

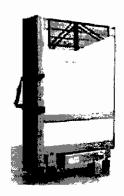
704-282-1083

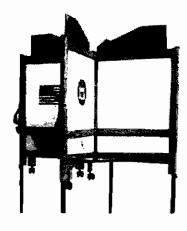
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PRODUCT ORDERED	Item No.	Price	Discount Price	Unit #	Total Product	Shipping	Shipping	Total
4-Station Free Standing Voter Privacy								
Booth FRANKLIN Patriotic — universally								
designed so voters with and without						119.00	•	
disabilities are provided with privacy and								
independence makes voting more								
accessible to disability community	4SFRKLN	\$799.00	\$789,00	86	\$67,854.00	4,988.00	2,900.00	\$70,754.00
Customized Totems	TOTEM	\$139.00	\$130.00	44	\$5,720.00	490.00	260.00	\$5,980.00
Totem Cases	TOTEMCASE	\$39.00	\$29 00	44	\$1,276.00	440.00	220.00	\$1,496.00
TOTAL:			<u> </u>		\$74,850.00	***************************************	***************************************	\$78,230.00
Total Volume Discount	Booth Discount				\$860.00]		
	Discounted Ship	pping			\$2,538.00			
	Totem/Totemca	se Combine	d Discount		\$836.00			
	TOTAL DISCO	UNT			\$4,234.00			

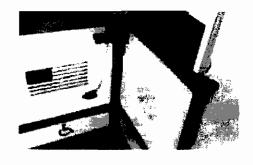
APPROVED:

Proposal Only

- Please Sign and Fax Back to 847-869-2515 to approve







UNION COUNTY BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT Meeting Date: 11/15

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

SUBJECT:	: Increase an 80% PA position to 100%				
DEPARTMENT:	Public Health	PUBLIC HEARING:	No		
ATTACHMENT(S): Financial Imp	act for Position Change	INFORMATION CON Phillip Tarte			
		TELEPHONE NUMB			
		704-296-48	111		

DEPARTMENT'S RECOMMENDED ACTION: The Department of Public Health is requesting, outside of the budget process, that the Board increase an 80% Processing Assistant III position to a full-time (100%) Processing Assistant III.

BACKGROUND: This Processing Assistant III operates as our bilingual front desk receptionist. A majority of our clientele speak Spanish as their primary language.

Our front desk staff served over 24,000 individuals since January 1, 2010 who requested information, assistance and services at Union County Health Department.

To accommodate the additional load, the department is utilizing contract staff to support the position for the remaining 20% workload.

The agency budgeted \$21,133 for the 80% position but the contract time added, increases the expense for this position to approximately \$28,870 annually (salary only, without benefits).

FINANCIAL IMPACT: Approximately \$7,767 for December 1st thru the end of the fiscal year. The agency will shift money from contracted services to the personnel line to cover the cost of a 100% position. For an entire fiscal year, change would be \$13,315 which again would be deducted from contracted services.

	_	
Legal Dept. Comments if applicable:		

Finance Dept. Comments if applicable:	
Manager Recommendation:	

From:

Andrea Robinson/UnionCounty

To:

Wes Baker/UnionCounty@UnionCounty, David Cannon/UnionCounty@UnionCounty,

Phillip Tarte/UnionCounty@UnionCounty

cc:

Mark Watson/UnionCounty@UnionCounty, Kimberly Parker/UnionCounty@UnionCounty,

Beverly Liles/UnionCounty@UnionCounty

Date:

Friday, November 05, 2010 10:55AM

Subject: Pos 511065 Adjustment for 11-15-2010 agenda

I have calculated the financial impact for the "position" adjustment (from 80% to 100%). The calculation file is attached. Briefly, the annual financial impact would be about \$13,315 increase and a seven month (Dec 1st to June 30th) impact would be about \$7,767 increase.

This is based on the the following assumptions:

FY11 Budget of \$25,617 (80% position wage of \$21,133 + benefits) Adjusted to \$38,932 (100% position wage of \$23,543 minimum + 5% for bilingual + benefits)

If you have any questions, please let me know. Andrea A. Robinson

Attachments:

511 HEALTH DEPT - Pos 511065 Adjustment for 11-15-2010 agenda.pdf

UNION COUNTY BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11-15-2010

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

SUBJECT: UC TRANSPORTATION ADVISORY BOARD APPOINTMENTS

DEPARTMENT: Transportation **PUBLIC HEARING:** No

ATTACHMENT(S): INFORMATION CONTACT:

Annette Sullivan

TELEPHONE NUMBERS:

704-292-2566 704-361-1494

DEPARTMENT'S RECOMMENDED ACTION: Appoint recommended agency positions or community representatives to Advisory Board for Transit System.

BACKGROUND:

NCDOT, as a condition of funding, requires that all Transit Systems have in place an Advisory Board that is made up of stakeholders from the service area who have concerns about the service offered in the service area. The Transportation Advisory Board is expected to discuss unmet needs in the service area, service design, billing rates and fares, and to offer assistance in resolving complaints. The Board must include representatives from the elderly, minority, LEP, disabled and/or low income populations, or include individuals that represent these consumer groups that will challenge the Transit System to be more sensitive to the needs of these groups when necessary. This group is required to meet, at a minimum, on a quarterly basis as one means of seeking public involvement.

We are recommending the following named people or positions be appointed:

Director of Union County Health Department

Director of Union County Social Services

Union County DSS-Work First Supervisor

Director of the ARC (Union County)

Director of Union Diversified Industries

Director of Union County Veteran Services

Union County DSS-Adult Services Supervisor

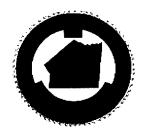
Director of Anson County Transportation

Union County DSS-Transportation Coordinator

Vanessa Thomas-Human Relations Manager (Piedmont Behavioral Healthcare)
Mary Walls-Unit Manager (Vocational Rehabilitation)
Lorey White-Retired Citizen
Linda Kappauf-Director of Human Resources Development (SPCC)
Bobby Campbell-Disabled Citizen and Transit Passenger
Rose Thomas-Senior Citizen and Transit Passenger

FINANCIAL IMPACT: Potential loss of funding if the Advisory Board is not in place.

Legal Dept. Comments if applicable:	
Finance Dept. Comments if applicable:	
Manager Recommendation:	



UNION COUNTY

Office of the Tax Administrator Collections Division

500 N. Main St. Ste 119 P.O. Box 38 Monroe, NC 28111-0038 Or # 4 7 MEETING DATE 1115 10 704-283-3848 704-283-3897 Fax

TO: Lynn West

Clerk to the Board

FROM: John Petoskey

Tax Administrator

DATE: November 10, 2010

SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending October 31, 2010 is attached for your information and review.

Should you desire additional information, I will do so at your request.

Attachment

ЈР/РН

OCTOBER 2010 PERCENTAGE FOR REGULAR AND MOTOR VEHICLE

OCTOBER 31, 2010 REGULAR TAX	2010	2009	2008	2007
BEGINNING CHARGE	147,350,708.52	147,205,997.27	143,591,796.25	116,287,971.39
PUBLIC UTILITIES	2,810,850.68			
DISCOVERIES	109,768.80			
NON DISCOVERIES	50,607.60	2,838.38	5,574.91	2,981.66
ABATEMENTS	(502,032.93)	(4,801.39)	(9,482.09)	(3,880.46)
TOTAL CHARGE	149,819,902.67	147,204,034.26	143,587,889.07	116,287,072.59
BEGINNING COLLECTIONS	8,881,956.55	144,294,020.08	142,208,806.83	115,749,493.37
COLLECTIONS	5,605,731.54	139,602.66	63,971.83	7,781.50
TOTAL COLLECTIONS	14,487,688.09	144,433,622.74	142,272,778.66	115,757,274.87
BALANCE OUTSTANDING	135,332,214.58	2,770,411.52	1,315,110.41	529,797.72
PERCENTAGE OF REGULAR	9.67%	98.12%	99.08%	99.54%
OCTOBER 31, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	3,606,832.70	10,678,485.38	11,731,188.32	12,060,821.41
5TH MOTOR VEHICLE BILLING	950,735.74	-		
NON-DISCOVERIES	15,167.20	3,465.52	408.07	
ABATEMENTS	(32,853.49)	(6,744.25)	(464.92)	
TOTAL CHARGE	4,539,882.15	10,675,206.65	11,731,131.47	12,060,821.41
BEGINNING COLLECTIONS	2,000,320.01	10,133,721.29	11,564,113.55	11,935,625.59
COLLECTIONS	841,425.59	81,902.71	6,653.52	1,489.97
TOTAL COLLECTIONS	2,841,745.60	10,215,624.00	11,570,767.07	11,937,115.56
BALANCE OUTSTANDING	1,698,136.55	459,582.65	160,364.40	123,705.85
PERCENTAGE OF MOTOR VEHICLE	62.60%	95.69%	98.63%	98.97%
OVERALL CHARGED	154,359,784.82	157,879,240.91	155,319,020.54	128,347,894.00
OVERALL COLLECTED	17,329,433.69	154,649,246.74	153,843,545.73	127,694,390.43
OVERALL PERCENTAGE	11.23%	97.95%	99.05%	99.49%

OCTOBER 2010 PERCENTAGE FOR REGULAR AND MOTOR VEHICLE

OCTOBER 31, 2010 REGULAR TAX	2006	2005	2004	2003
BEGINNING CHARGE	96,271,405.11	86,243,303.52	75,933,826.17	60,651,515.04
PUBLIC UTILITIES				
DISCOVERIES				
NON DISCOVERIES	1,593.63	1,338.21		
ABATEMENTS	(2,232.54)	(1,930.55)		
TOTAL CHARGE	96,270,766.20	86,242,711.18	75,933,826.17	60,651,515.04
BEGINNING COLLECTIONS	95,894,259.38	86,022,630.82	75,783,859.12	60,538,294.09
COLLECTIONS	1,370.87	7,228.41	867.81	658.29
TOTAL COLLECTIONS	95,895,630.25	86,029,859.23	75,784,726.93	60,538,952.38
BALANCE OUTSTANDING	375,135.95	212,851.95	149,099.24	112,562.66
PERCENTAGE OF REGULAR	99.61%	99.75%	99.80%	99.81%
OCTOBER 31, 2010 MOTOR VEHICLE			-	
BEGINNING CHARGE		-	-	-
5TH MOTOR VEHICLE BILLING			-	<u>-</u>
NON-DISCOVERIES			_	-
ABATEMENTS			- 1	-
TOTAL CHARGE		-	-	-
BEGINNING COLLECTIONS		-	<u> </u>	-
COLLECTIONS			-	-
TOTAL COLLECTIONS		-	-	-
BALANCE OUTSTANDING	·	-		-
PERCENTAGE OF MOTOR VEHICLE				
OVERALL CHARGED	96,270,766.20	86,242,711.18	75,933,826.17	60,651,515.04
OVERALL COLLECTED	95,895,630.25	86,029,859.23	75,784,726.93	60,538,952.38
OVERALL PERCENTAGE	99.61%	99.75%	99.80%	99.81%

OCTOBER 2010 PERCENTAGE FOR REGULAR AND MOTOR VEHICLE

OCTOBER 31, 2010 REGULAR TAX	2002	2001	2000
BEGINNING CHARGE	51,673,845.76	48,122,602.16	43,552,864.81
PUBLIC UTILITIES			
DISCOVERIES			
NON DISCOVERIES			
ABATEMENTS		, , , , , , , , , , , , , , , , , , , ,	
TOTAL CHARGE	51,673,845.76	48,122,602.16	43,552,864.81
BEGINNING COLLECTIONS	51,590,785.09	48,061,723.08	43,510,157.65
COLLECTIONS	251.65	92.48	98.42
TOTAL COLLECTIONS	51,591,036.74	48,061,815.56	43,510,256.07
BALANCE OUTSTANDING	82,809.02	60,786.60	42,608.74
PERCENTAGE OF REGULAR	99.84%	99.87%	99.90%
OCTOBER 31, 2010 MOTOR VEHICLE			
BEGINNING CHARGE		·	-
5TH MOTOR VEHICLE BILLING		-	
NON-DISCOVERIES			-
ABATEMENTS	_	-	-
TOTAL CHARGE	- ·	-	-
BEGINNING COLLECTIONS		-	_
COLLECTIONS	-	-	
TOTAL COLLECTIONS	-	-	-
BALANCE OUTSTANDING	-	-	-
PERCENTAGE OF MOTOR VEHICLE			
OVERALL CHARGED	51,673,845.76	48,122,602.16	43,552,864.81
OVERALL COLLECTED	51,591,036.74	48,061,815.56	43,510,256.07
OVERALL PERCENTAGE	99.84%	99.87%	99.90%

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2 40542620 5580 PR044 LJT20 ADJ BUDGET FOR COG EXPEND 69,370.00 10 -10-5-426-20-5580 -PR044 BUILDINGS AND IMPROVEMENTS				ADJ BU	JPGET FOR C	OG EXPEND	69,370.00	
0 -10-5-426-20-5580 -PR044 BUILDINGS AND IMPROVEMENTS			PROFESSIONAL S					
JOURNAL TOTAL 0.00 0.00			BUILDINGS AND		DGET FOR C	OG EXPEND		69,370.00
0.00	A JOURNAL TOTAL	0.00	n	nn				
	CONTRACTOR OF THE CONTRACTOR O							

General Fund - BA to reallocate appropriation of State funds (DJJDP) for FY2011 from the DJJDP, Connecting Futures program budget to the DJJDP, Shelter Care program budget and DJJDP, Contingency program budget.

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Water & Sewer Capital Project Fund - CPO to adjust allocation of appropriation from the Self Help, Greylyn project to the Self Help, Wellington Woods Phase II & III project due to construction bid awards.

Agenda Item #: Meeting Date: 11-15-2010

General Capital Project Ordinance Fund - LIT to adjust budget accounts within the Energy Efficiency and Conservation Block Grant (EECBG) project.

IPG 2 Talcjeina

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNJ. TYPE. 2011 04 516 BUA 10/21/2010 10/21/2010 LIT chelms 1N J/E 2011	
LN ORG OBJECT PROJ REF1 REF2 REF3 LINE DESCRIPTION DEBTACCOUNT DESCRIPTION	T CREDIT OB
1 40543130 5265 PR045 LIT21 ADJ BUDGET FOR PROJ EXPEND 14,447.00 40 -20-5-431-00-5265 -PR045 OFFICE COMPUTER EQUIPMENT 2 40543130 5550 PR045 LIT21 ADJ BUDGET FOR PROJ EXPEND 40 -20-5-431-00-5550 -PR045 OTHER EQUIPMENT 3 40543128 5550 PR045 LIT21 ADJ HUDGET FOR PROJ EXPEND 40 -20-5-431-28-5550 -PR045 OTHER EQUIPMENT ** JOURNAL TOTAL 0.00 0.00	14,446.00
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE 2011 04 517 BUA 10/21/2010 10/21/2010 bit chelms IN J/E 2011	
LN ORG OBJECT PROJ REF1 KEF2 REF3 LINE DESCRIPTION DEBTACCOUNT DESCRIPTION	T CREDIT OR
1 40543200 5265 PR047 LIT22 ADJ BUDGET FOR PROJ EXPEND 1,302,200.00 40 -20-5-432-00-5265 -PR047 OFFICE COMPUTER EQUIPMENT 2 40543200 5550 PR047 LIT22 ADJ BUDGET FOR PROJ EXPEND 40 -20-5-432-00-5550 -PR047 OTHER EQUIPMENT	1,302,200.00
** JOURNAL TOTAL 0.00 0.00	
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE 2011 04 518 BUA 10/15/2010 10/21/2010 LIT chelms IN J/E 2011	
LN ORG OBJECT PROJ REF1 REF2 REF3 LINE DESCRIPTION DEBI ACCOUNT DESCRIPTION	T CREDIT OB
1 61511100 5491	3,250.00
** JOURNAL TOTAL 0.00 0.00	
YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE 2011 04 519 BUA 10/18/2010 10/21/2010 LIT chelms 1N J/E 2011	
LN ORG OBJECT PROJ REF1 REF2 REF3 LINE DESCRIPTION DEBL ACCOUNT DESCRIPTION	T CREDIT OR
1 55559200 5586 527 LIT24 CORRECTION TO SALES TAX UC :6,34 55 -70-5-592-00-5586 -527 BUILDINGS AND IMPROVEMENTS 2 55559200 5586 563 LIT24 CORRECTION TO SALES TAX UC 55 -70-5-592-00-5586 -563 BUILDINGS AND IMPROVEMENTS	16.34
** JOURNAL TOTAL 0.00 0.00	

General Capital Project Ordinance Fund - LIT to adjust budget accounts within the FY10 Law Enforcement Annual Operating Capital project.

General Capital Project Ordinance Fund - LIT to adjust budget accounts within the Communication Radios (2nd Phase) project.

Water and Sewer Operating Fund - LIT to adjust budget accounts from the Water Distribution budget division to the Administration budget division within the operating fund budget.

School Bond Fund-55 - LIT to reallocate appropriation due to school facility construction sales tax refunds, between two projects (adjustment to LIT # 19, reported for September 2010).

IPG 3 Iglojeing

	ENT DATE JNL DESC 10/21/2010 LIT	chelms	IN J/E 2011	JNL TYPE	
	REF2 REF3	LINE DES		DEBIT	CREDIT OB
1 64571400 5594 WP003 LIT25 64 -90-5-714-00-5594 -WP003 2 64571400 5595 WP003 LIT25 64 -90-5-/14-00-5595 -WP003	ARCHITECTO CONSTRUCT:	RAL & ENGINEERING CATW RIVER	WWTP TASK ORDER	140,000.00	142,000.00
** JOURNAL TOTAL	0.00	0.00			
	10/21/2010 LIT		1N J/E 2011	JNL TYPE	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3	LINE DES		DEBIT	CREDIT OR
1 64571400 5594 WP003 LIT26 64 -90-5-714-00-5594 -WP003 2 64571400 5595 WP003 LIT26 64 -90-5-/14-00-5595 -WP003	CONSTRUCT	URAL & ENGINEERING CATA RIVER ION	WWTP TASK ORDER	123,500.00	123,500.00
** JOURNAL TOTAL	0.00	0.00			
YEAR PER JOURNAL SRC EFF DATE 2011 04 522 BUA 10/18/2010	ENT DATE JNL DESC	chelms	D-REV STATUS BUD YEAR 1N J/E 2011	JNI. TYPE	
LN ORG OBJECT PROJ REF1 ACCOUNT	REF2 REF3	LINE DES		DEBIT	CREDIT OB
1 10553160 5399 1509	PUBLIC ASS	SISTANCE	UNDS DSS, CRISIS	177,160.00	177,160.00
10 -60-4-531-60-4340 -1509 3 10 393500 BA#7		-LOW INCOME EA BG			177,160.00 }
10 -393500- 4 10 393400 BA#7 10 -393400-		PROPRIATIONS CONTROL		177,160.00	1
** JOURNAL TOTAL 17	7,160.00 1//	,160.00			

Water & Sewer Capital Project Fund - LIT to adjust budget accounts within the Catawba River Water Treatment Plant (CRWTP) Reservoir Expansion project.

Water & Sewer Capital Project Fund - LIT to adjust budget accounts within the Catawba River Water Treatment Plant (CRWTP) Reservoir Expansion project.

General Fund - BA to appropriate federal grant funds for lhe Social Services, Energy Assistance (CIP) program budget.

IPG 4

	NT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR /21/2010 CPO chelms IN J/E 2011	JNL TYPE	
IN ORG OBJECT PROJ REF1 RI ACCOUNT	F2 REF3 LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
	PURCHASE 2 ACRES LAND SUN CONTINGENCY PURCHASE 2 ACRES LAND SUN LAND AND IMPROVEMENTS 0.00 0.00	340,000.00	340,000.00
	NT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BOD YEAR 01/2010 L1T chelms 1N J/E 2011	JNL TYFE	
LN ORG OBJECT PROJ REF1 RI ACCOUNT	F2 REF3 LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1 40543200 5265 PR047 LIT22A 40 -20-5-432-00-5265 -PR047 2 40543200 5550 PR047 LIT22A 40 -20-5-432-00-5550 -PR047 ** JOURNAL TOTAL	APJ BUDGET FOR PROJ EXPEND OFFICE COMPUTER EQUIPMENT ADJ BUDGET FOR PROJ EXPEND OTHER EQUIPMENT 0.00 0.00	2,7€0.00	2,760.00
2011 04 706 BUA 10/26/2010 11	NT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR 01/2010 CMBA chelms 1N J/E 2011	JNL TYPE	
LN ORG OBJECT PROJ REF1 RI ACCOUNT	F2 REF3 LINE DESCRIPTION ACCOUNT DESCRIPTION	DEB1T	CREDIT OB
1 10561371 5356 CMBA3 10 -80-5-613-71-5356 - 2 10461371 4415 CMBA3 10 -80-4-613-71-4415 - 3 10 393500 CMBA3 10 -393500- 4 10 393400 CMBA3	APPRP FUNDS -ADOPT A TRAIL MAINT & REPAIRS-IAND & IMPRVS APPRP FUNDS -ADOPT A TRAIL ST GRANT-ADOPT-A-TRAIL BUDGET APPROPRIATIONS CONTROL		5,000.00
10 -393400-	BUDGET ESTIM REVENUE CONTROL	5,000.00	1

School Bond Fund-55 - CPO to appropriate funding for the Sun Valley High School Land Purchase project from the "Unallocated" School Bond Funds project pursuant to 115C-429b.

General Capital Project Ordinance Fund - LIT to adjust budget accounts within the Communication Radios (2nd Phase) project.

General Fund - CMBA to appropriate State Adopt-A-Trail grant funds to the Parks & Recreation, Cane Creek Park Camp Ground program budget as provided in the Resolution Governing Certain Contract, Personnel, and Fiscal Matters, Section D (the BOCC authorized approval by Manager on January 19th, 2010).

IN ORG OBJECT PROJ REI			
ACCOUNT	F1 REF2	REF3 LINE DESCRIPTION DEBIT ACCOUNT DESCRIPTION	CREDIT OF
1 10540500 5123 BA9		NEW CO MGR CONTINGENCY FUN 54,148.00	
10 -10-5-405-00-5123 -		SALARIES & WAGES-PAYOUTS	
2 10540500 5132 BA9		NEW CO MGR CONTINGENCY FUN 138.00	
10 -10-5-405-00-5132 -		SEPARATION ALLOWANCE	
3 10540500 5134 BA9		NEW CO MGR CONTINGENCY FUN 457.00	
10 -10-5-405-00-5134 -		401-K SUPP RET PLAN -OTHER	
4 10540500 5181 BA9		NEW CO MGR CONTINGENCY FUN 1,671.00	
10 -10-5-405-00-5181 -		FICA CONTRIBUTIONS	
5 10540500 5182 BA9		NEW CO MGR CONTINGENCY FUN 589.00	
JO -10-5-405-00-5182 -		RET CONTRIB OTHER EMPLOYEES	
6 10540500 51842 BA9		NEW CO MGR CONTINGENCY FUN 3,972.00	
10 -10-5-405-00-51842 -		HEALTH INSURANCE - OPEB	
7 10540500 5186 BA9		NEW CO MGR CONTINGENCY FUN 15.00	
10 -10-5-405-00-5186 -		WORKERS COMPENSATION	
B 10540500 5189 BA9		NEW CO MGR CONTINGENCY FUN 12,500.00	
10 -10-5-405-00-5189 -		OTHER FRINGE BENEFITS	
9 10540500 5920 BA9		NEW CO MGR CONTINGENCY FUN 186,9:1.00	
10 -10-5-405-00-5920 -		CONTINGENCY	
10 10592000 5920 BA9		NEW CO MGR CONTINGENCY FUN	237,113.00
10 -92-5-920-00-5920 -		CONTINGENCY	, , , , , , , , , , , , , , , , , , , ,
11 10540500 5121 BA9		NEW CO MGR CONTINGENCY FUN	18,508.00
10 -10-5-405-00-5121 -		SALARIES & WAGES	,
12 10540500 5128 BA9		NEW CO MGR CONTINGENCY FUN	4,800.00
10 -10-5-405-00-5128 -		TRAVEL ALLOWANCE	.,
** JOURNAI. TOTAL	0.00		
2011 04 712 BUA 10/04/20	010 11/01/201		CREDIT OF
LN ORG OBJECT PROJ REF ACCOUNT		ACCOUNT DESCRIPTION	
		ACCOUNT DESCRIPTION ADJ JHP BRIDGE PROJECT	16,292.00
ACCOUNT	37		16,292.00
ACCOUNT 1 49461374 4010 PR041 CP013 40 -80-4-613-74-4010 -PR041	37	ADJ JHP BRIDGE PROJECT IFT FROM GENERAL FUND	16,292.00
ACCOUNT 1 40461374 4010 PR041 CP013	37 1 37	ADJ JHP BRIDGE PROJECT	16,292.00
ACCOUNT 1 40461374 4010 PR041 CP013 40 -80-4-613-74-4010 PR041 2 40561374 5570 PR041 CP013 40 -80-5-613-74-5570 PR041	37 1 37	ADJ JHP BRIDGE PROJECT IFT FROM GENERAL FUND ADJ JHP BRIDGE PROJECT 16,292.00	
ACCOUNT 1 40461374 4010 PR041 CP013 40 -80-4-613-74-4010 PR041 2 40561374 5570 PR041 CP013 40 -80-5-613-74-5570 PR041 3 40 393500 CP013	37 1 37	ADJ JHP BRIDGE PROJECT IFT FROM GENERAL FUND ADJ JHP BRIDGE PROJECT 16,292.00	16,292.00 16,292.00 1
ACCOUNT 1 40461374 4010 PR041 40 -80-4-613-74-4010 -PR041 40 -80-5-613-74-5570 PR041 CP013 40 -80-5-613-74-5570 -PR041 3 40 393500 CP013	37 1 37 1	ADJ JHP BRIDGE PROJECT IFT FROM GENERAL FUND ADJ JHP BRIDGE PROJECT 16,292.00 LAND AND IMPROVEMENTS	
ACCOUNT 1 49461374 4010 PR041 CP013 40 -80-4-613-74-4010 -PR041 40 -80-5-613-74-5570 PR041 CP013 40 -80-5-613-74-5570 -PR043 40 393500 CP013 40 -393500 CP013	37 1 37 1	ADJ JHP BRIDGE PROJECT IFT FROM GENERAL FUND ADJ JHP BRIDGE PROJECT 16,292.00 LAND AND IMPROVEMENTS BUDGET APPROPRIATIONS CONTROL	16,292.00 1
ACCOUNT 1 40461374 4010 PR041 CP013 40 -80-4-613-74-4010 PR041 2 40561374 5570 PR041 CP013	37 1 37 1 1 37	ADJ JHP BRIDGE PROJECT IFT FROM GENERAL FUND ADJ JHP BRIDGE PROJECT LAND AND IMPROVEMENTS BUDGET APPROPRIATIONS CONTROL. 16,292.00	16,292.00 1

General Fund - BA to appropriate General Fund contingency funds to the Central Administration program budget for the new County Manager's contract, previous contract and vacation pay-out costs, military pay differential costs and a contingency (based on year end estimates and contingency for the Central Administration program budget).

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General Capital Project Ordinance Fund - CPO to appropriate General Capital Reserve funds for Jesse Helms Park (JHP) Bridge project.

¹⁵ Journals printed

^{**} END OF REPORT - Generated by Dept413 **