

AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
December 20, 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 – 6:30 P.M.

1. **Opening of Meeting** (*Estimated Time: 10 Minutes)
 - a. Invocation – Rick Plyler, Chaplain of Hemby Bridge Volunteer Fire Department
 - b. Pledge of Allegiance
 - c. Employee Recognition
2. **Informal Comments** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: No action required
3. **Additions, Deletions and/or Adoption of Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Adoption of Agenda
4. **Consent Agenda** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Approve items listed on Consent Agenda

Old Business:

5. **Budget Calendar** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Consider the budget calendar, provide any revisions, and authorize staff to proceed
6. **Appointment of County Attorney** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Appointment of County Attorney
7. **Presentation on Revaluation Process** (*Estimated Time: 20 Minutes)
ACTION REQUESTED: Presentation by Tax Administrator
8. **Transportation Advisory Board (TAB)** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Discuss Appointments on TAB Board and Meeting Schedule for TAB

New Business:

9. **Text Amendments to Land Use Ordinance -- Planning Board Member Qualifications** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Initiate text amendments to the Land Use Ordinance (i) to delete the requirement of a conflict of interest disclosure form for members of the

Planning Board [Section 27(b)], and (ii) to delete the requirement that Planning Board members not serve on various other boards and committees [Section 27(d)].

10. **Update to Land Use Ordinance** (*Estimated Time: 10 Minutes)

ACTION REQUESTED:

- a. Authorize the County Manager to solicit proposals for consultant(s) to assist with the scheduled update/rewrite of the Union County Land Use Ordinance.
- b. Direct the County Manager (i) to suspend work by staff regarding any further text amendments pending update/rewrite of the Land Use Ordinance, unless otherwise authorized by the Board of Commissioners, and (ii) to suspend work by staff in support of efforts by the Planning Board to update/rewrite the Land Use Ordinance, pending engagement of one or more consultants and development of an update process.

11. **Plan of Work for Manager** (*Estimated Time: 10 Minutes)

ACTION REQUESTED: Direct Staff to Gather Information and Present to the Board Options of Developing Plan of Work for County Manager for Performance Evaluation Purposes

12. **Announcement of Vacancies on Boards and Committees** (*Estimated Time 10 Minutes)

- a. Adult Care Home Advisory Committee (at Least Two Vacancies)
- b. Juvenile Crime Prevention Council:
 1. Substance Abuse Professional
 2. Two Members under the Age of 18
 3. One Member of Business Community
 4. One Member Representing United Way or Other Non-Profit
 5. One Commissioner Appointee
- c. Nursing Home Advisory Committee (at Least Four Vacancies)
- d. Parks and Recreation Advisory Committee (One vacancy for a member with physical disability)
- e. 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)
- f. Library Board of Trustees - Four Vacancies as follows as of January 2011
 1. Marshville Region (One Vacancy)
 2. Weddington Region (One Vacancy)
 3. Waxhaw Region (One Vacancy)
 4. One Member at Large
- g. Union County Home and Community Care Block Grant Advisory Committee (Five vacancies for community representatives as of December 2010).

ACTION REQUESTED: Announce vacancies

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

- a. Library Board of Trustees (Five Vacancies: Union West Representative, Monroe Region Representative, Fairview Region Representative, and Two Members at Large)
- b. Agricultural Advisory Board (One Vacancy Expired in June 2010)
- c. Social Services Board (One Vacancy Due to a Resignation – Term Expires June 2013)

- d. Historic Preservation Committee – (One Vacancy Due to a Resignation with the Term Ending February 2011)
- e. Nursing Home Advisory Board (Five Vacancies)
- f. Home and Community Care Block Grant Advisory Committee (At Least Five Vacancies)
- g. Carolinas Medical Center-Union Community Trustee Council (Four Vacancies)
- h. Adult Care Home Community Advisory Committee (At Least Five Vacancies)

ACTION REQUESTED: Appoint persons to fill vacancies

14. **County Manager's Comments**

15. **Commissioners' Comments**

**CONSENT AGENDA
December 20, 2010**

1. **Contracts and Purchase Orders Over \$20,000 and Associated Capital Project Ordinances (CPO's)**
 - a. Information Systems: Amendment to ASIC Maintenance Agreement for Government Center Phone Switch
 - b. Public Works Department: Task Order No. 30 with Hazen & Sawyer for 12-Mile Creek Wastewater Treatment Plant NPDES Permit Modification in the amount of \$382,940
 - c. Public Works Department: Task Order 29 with Hazen & Sawyer for Design Services for Old Sycamore Package Treatment Plant Rehabilitation
 - d. Parks and Recreation: Amendment to Task Order for CM&E for Jesse Helms Park and Associated Capital Project Ordinance (CPO) #143
 - e. Sheriff's Office: Purchase Order for Emergency Purchase of Water Heater for Union County Jail (Ratification of Prior Approval by County Manager)

ACTION REQUESTED: Adopt Capital Project Ordinance (CPO) #143 associated with Item 1d and authorize the County Manager to approve items a, b, c, and d, pending legal review, and ratify County's Manager's approval of item e
2. **Sheriff's Office: Budget Amendment #12 to Appropriate Additional Funds for State Criminal Alien Assistance Program (SCAAP) in the Amount of \$47,788**

ACTION REQUESTED: Adopt Budget Amendment #12 to Appropriate the Additional Funding
3. **Amendment to the 2010-2011 Union County Position Classification and Pay Plan**

ACTION REQUESTED: Amend the Position Classification and Pay Plan to Reflect a Proposed Change in the Assigned Pay Grade for the Director of Communications Classification from the Current Pay Grade of 73 to the Proposed Pay Grade of 78
4. **Department of Juvenile Justice and Delinquency Prevention (DJJDP)**

ACTION REQUESTED: Adopt Budget Ordinance Amendment #13 and Approve Revised DJJDP County Funding Plan for FY 2010-2011
5. **Motor Vehicle Abatement Report for July 2010**

ACTION REQUESTED: Approve the Motor Vehicle Abatement Report in the total amount of \$33,595.93 for all years
6. **Wesley Chapel Volunteer Fire Department**

ACTION REQUESTED: Request the Sewer Allocation of 360 gallons per day (gpd) to the Wesley Chapel Fire Station #26 facility expansion and include in the Sewer Allocation Policy adopted by the County Commissioners on September 17, 2007. The project is located on 315 South Waxhaw-Indian Trail Road and adopt the applicable Budget Amendment associated with the request of fee waiver
7. **Joint Meetings with Municipalities**

ACTION REQUESTED: Authorize County Manager to Contact Municipalities to Schedule Joint Meetings between the Board and Municipal Elected Officials

8. **Community Benefit Organizations**
ACTION REQUESTED: Discontinue Allotted Time During the Regular Board Meetings for Presentations by Community Benefit Organizations
9. **Minutes**
ACTION REQUESTED: Approval of Minutes

Information Only – No Action Required
December 20, 2010

1. **Personnel Department's Monthly Reports for October and November 2010**
2. **Department of Inspection's Monthly Report for November 2010**
3. **Discovery Report for the Month of July 2010 from Tax Assessor's Office**



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, December 20, 2010, at 6:30 p.m. in the Commissioners' Conference Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, for the purpose of going into closed session to consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3).

Jerry B. Simpson, Chairman
Union County Board of Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/6/2010

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

SUBJECT: Employee Recognition

DEPARTMENT: Personnel

PUBLIC HEARING: Choose one....

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

INFORMATION CONTACT:
Julie Broome

TELEPHONE NUMBERS:
704-283-3803

DEPARTMENT'S RECOMMENDED ACTION:

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

BACKGROUND:

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

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

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Union County Service Award Recipients for the month of December 2010

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

5 YEARS OF SERVICE

MARK O'DONOGHUE
JACKSON WALKER
IRMA GRAHAM
MONICA CARPENTER

DEPARTMENT

ENVIRONMENTAL HEALTH
ENVIRONMENTAL HEALTH
SOCIAL SERVICES
TAX COLLECTIONS

10 YEARS OF SERVICE

KATHYRN WILSON
DEBBIE PURSER
JARED STEELE

DEPARTMENT

HEALTH
LIBRARY
PARKS AND RECREATION

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 20, 2010

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

SUBJECT: Budget Calendar

DEPARTMENT: County Manager

PUBLIC HEARING: No

ATTACHMENT(S):

Memo From David Cannon
Budget Process
2012 Budget Calendar
2013 Budget Calendar
Memo to Department Directors

INFORMATION CONTACT:

David Cannon, Finance Director
Cindy Coto, County Manager

TELEPHONE NUMBERS:

704-292-2625
704-283-3631

DEPARTMENT'S RECOMMENDED ACTION: Review the budget calendar, provide any revisions and authorize staff to proceed

BACKGROUND: At the Board of County Commissioners meeting of December 6, 2010, staff was requested to develop a "fast track" budget process for FY 2012. The calendar developed by staff is intended to identify the necessary steps to reach successful adoption of the budget for next fiscal over a six month time period. The FY 2013 calendar that is proposed extends the process over a 12 month period.

For the past three years the fiscal realities of economic conditions have been both the focus and the challenge of the County's budget process. With no expectation of strong revenue growth within the short term, employing strategies to balance the budget for fiscal stabilization is paramount. The responsibility before us now and into the future is to right size the organization by balancing operating revenue streams with operating expenditures, while planning for future capital needs and providing a consistent level of services to our community.

In the midst of the "perfect storm" at the national, state and local levels; the magnitude of the challenge before us is without precedence in local government service. The impacts of the economic recession will permanently shape all future budgets. An acceptable, though temporary measure, is the use of reserves to offset a portion of the operational deficit that through remedial measures will be recoverable in future years. Conversely, the remaining portion of the deficit must be filled with sustainable operational resources (i.e. recurring revenue or reduced recurring expenditures). These decisions are not easily made.

While the County continues to maintain a strong financial position overall, planning today is essential to ensure provision of a consistent level of public services critical to the community's well-being, protection to the public from volatility in local taxes and fees, and future fiscal sustainability.

The financial challenge faced by local government is largely a consequence of falling real estate values and previous dependence on diminished new construction. This has had a direct impact on property tax revenue of which general government services are heavily reliant. North Carolina has been at risk with sharply rising property values that escalated to unsustainable market levels, which declined rapidly in the past few years. Adding to the challenge is the decline in other major revenue sources as a result of depressed consumer spending, while many services have experienced higher service demands as a result of these same economic conditions.

The approach to budget development has continued to focus on long-term fiscal sustainability by effectively integrating strategic planning and budgeting, through formalization of a Long-term Financial Plan. The process combines financial forecasting with financial planning to identify challenges and opportunities, causes of fiscal imbalances, and strategies to ensure future fiscal sustainability. Development of such a Plan will enable the County to identify how it will provide a consistent level of service and address issues of major concern to the community within financial constraints.

Addressing the opportunities facing us requires a concentrated approach that focuses on establishing goals, objectives and priorities under which to operate.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____


Finance Dept. Comments if applicable: _____

Manager Recommendation: **Review budget calendar and provide direction to staff regarding revisions. Adoption of budget calendar, after amended.**



UNION COUNTY FINANCE DEPARTMENT

500 N. Main St., Ste. 901
Monroe, NC 28112
(704) 283-3813

TO: County Manager Coto
FROM: David Cannon 
Finance Director
DATE: December 10, 2010
SUBJECT: "Fast Track" Budget Process

As required by the BOCC, I have proposed the attached schedule to "fast track" the 2012 budget preparations. In addition, to setting the calendar for the FY 2012 budget, we should start now to determine the annual budget process. The budget process is not just setting the annual appropriations, but a process of planning, prioritizing, defining goals and objectives to meet the needs of our community (attachment #1). While this would normally be done over the course of a year, we will be condensing this process over the next six months.

As you can see from the attached calendars, I have proposed two budget calendars, one for fast tracking the FY 2012 budget (attachment #2), and one for the FY 2013 budget (attachment #3) that we should follow as our normal process for implementing for future budget years. As you can see from the attachments, both calendars have the same number of steps in the process, we cannot short-cut any steps in the process, but the FY 2012 budget calendar is condensed into six months compared to planning, prioritizing, and monitoring over the entire year. By setting an annual budget calendar, we can work with the various departments and outside agencies so they know in advance what to expect and when to start their planning for the County budget.

As mentioned above, the budget is a process. Each year we should start the budget process by determining the Board's long range goals, priorities and objectives. We can move toward accomplishing these goals and objectives by preparing a 5 year budget plan. This 5 year budget plan will allow Finance the ability to prepare for the financial impact of the priorities of the Board. In the 5 year budget plan, we should consider the capital needs as well as the operating needs of each department and outside agency.

Long term financial planning is critical to Union County. The Board of County Commissioners need to have an established long term financial plan that will identify future revenues, expenditures, capital planning, reserves and the ability address any issues that may affect these. Union County's financial assumptions and projections should be realistic and well thought out for the long term. Proper planning requires a view of the long term goals, objectives and strategies and then short-term guidelines to get to the long term objective. In addition to long term financial planning for revenues and expenditures, there must be flexibility to generate additional funding or reduce expenditures if the need arises.

To start the budget process, we will need a work session with the Board. There are several issues that we will need Board direction and guidance so we can prepare a budget that will meet their expectations. We will need guidance from the Board in terms of tax rate, school funding, school CIP projects, fire taxes and fees, county CIP projects and the timing of when the Board would like to implement their priorities.

Over the past few months, we started the process of putting together a 5 year plan. In mid-September, I sent the attached e-mail asking each department to look at their long-term operating needs and to update their Capital Improvement Plan (CIP) with updated figures or projects (attachment #4). I believe that we have to plan operating and capital together to assess our needs and priorities. I asked each department to provide information regarding personnel, equipment and new initiatives for the next five years. With this input, we can provide the Board the necessary information they need to determine how to allocate the limited resources available within the County.

However, the missing piece in this 5 year plan is not knowing the priorities of the Board. To make this a valuable tool, we must first know what direction the Board wants to go in respect to what services the Board wants to provide to the community, what level of services to provide, capital projects, and how to fund these capital and operating costs. Once the Board provides this direction, we can begin to put the 5 year budget plan together.

Of course, the budget plan is only part of the process. Each year the Board must make the hard line decisions of how to allocate the financial resources available. The annual budget should be adopted to meet specific goals, objectives, or capital projects of the long term plan. Based on the 5 year plan established by the Board of County Commissioners, the County Manager will initiate the annual budget process by outlining the requirements to meet the budget in a memo to all county departments and outside agencies.

Each department and outside agency shall submit their budget request to the Finance Director to begin to compile the "Recommended Budget". The County Manager will present the Recommend Budget to the Board for consideration in open sessions prior to May 31st of each year. The Board must also schedule a public hearing on the budget as required by North Carolina General Statutes.

At the conclusion of the budget hearings, the Board will provide direction and guidance towards the priorities and projects to be funded within the budget in open session. The Finance Director will use the direction and guidance from the Board and County Manager to draft a "Budget Ordinance". The County Manager will present the Budget Ordinance to the Board for consideration in early June.

We will then be ready to continue the process for the next 5 year budget plan in August of 2011. This will give the Board the opportunity to get through the FY 2012 annual budget and then review and/or update the goals and priorities of the Board. This will be a continual process to ensure that the budget process meets the goals and objectives of the Board.

2012 Budget Calendar

Attachment #2

Fri., December 31, 2010	New Year's Day Holiday
Tue., January 04, 2011	Distribute initial annual budget packages to all departments/outside agencies/UCPS/SPCC
Tue., January 04, 2011	Finance Director prepares original 5 year revenue estimates
Tue., January 04, 2011	County Manager issues memo for Department Directors to review 5 year budget projections and Capital Projects
Mon., January 10, 2011	Finance Director Distributes Revenue Estimates to Tax Assessor and Internal Auditor
Mon., January 17, 2011	Martin Luther King, Jr. Birthday Holiday
Wed., January 19, 2011	County Commissioners set goals/priorities/CIP Projects/Budget work session schedule
Fri., January 21, 2011	Personnel and Finance complete FY2012 'base' position counts and personnel costs
Mon., January 24, 2011	Finance Director to meet with Directors about 5 year budget projections and CIP
Tue., February 01, 2011	FY2012 'base' position counts and personnel costs validated with departments
Tue., February 01, 2011	County Manager reviews draft of 5 year budget projections
Tue., February 15, 2011	Correspondence submitted to County Manager requesting FY2012 additional positions, hours, or reclassifications
Tue., February 15, 2011	FY2012 Dept operating/ pay-go capital requests submitted to Finance Director
Tue., February 15, 2011	Outside Agency/UCPS/SPCC FY2012 Budget Applications due to Finance
Tue., March 01, 2011	County Manager meets with Finance to review overall budget
Mon., March 07, 2011	Board reviews/provides direction/accepts 5 year budget projections
Tue., March 15, 2011	County Manager meets with departments for purpose of providing direction on budget reduction targets, if necessitated
Thu., March 31, 2011	Departments develop proposals to achieve budget reduction targets
Fri., April 15, 2011	Departments meet with County Manager for the purpose of reviewing department budget reduction proposals and service level impacts
Fri., April 22, 2011	Good Friday Holiday
Fri., April 29, 2011	County Manager finalizes recommended FY12 Budget
Fri., May 13, 2011	Finance completes preparation and prints FY12 Budget document
Mon., May 23, 2011	Budget and budget message ready for BCC and public - filing of budget with the Clerk, Commission and public
Mon., May 30, 2011	Memorial Day Holiday
Tue., May 31, 2011	Presentation and overview of FY12 recommended budget. Public hearing on budget
Mon., June 06, 2011	Public hearing on budget
Mon., June 20, 2011	Budget adoption
Mon., July 04, 2011	Independence Day Holiday

2012 Budget Calendar

	Mon	Tues	Wed	Thurs	Fri
JANUARY	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31	1	2	3	4
FEBRUARY	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	1	2	3	4
MARCH	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	1
APRIL	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
MAY	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31	1	2	3
JUNE	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	

2013 Budget Calendar

Attachment #3

Mon., August 01, 2011	County Commissioners Review/Update Goals, Priorities, CIP Projects
Mon., August 15, 2011	County Manager issues memo for Department Directors to review 5 year budget projections and Capital Projects
Mon., August 15, 2011	Finance Director prepares original 5 year revenue estimates
Thu., September 01, 2011	Finance Director Distributes Revenue Estimates to Tax Assessor and Internal Auditor
Mon., October 03, 2011	Finance Director to meet with Directors about 5 year budget projections and CIP
Tue., November 01, 2011	County Manager reviews draft of 5 year budget projections
Thu., December 01, 2011	Board reviews/accepts 5 year budget projections
Mon., January 02, 2012	New Year's Day Holiday
Tue., January 03, 2012	Distribute initial annual budget packages to all departments/outside agencies/UCPS/SPCC
Mon., January 16, 2012	Martin Luther King, Jr. Birthday Holiday
Tue., January 17, 2012	Personnel and Finance complete FY2013 'base' position counts and personnel costs
Wed., February 01, 2012	FY2013 'base' position counts and personnel costs validated with departments
Wed., February 15, 2012	Correspondence submitted to County Manager requesting FY2013 additional positions, hours, or reclassifications
Wed., February 15, 2012	FY2013 Dept operating/ pay-go capital requests submitted to Finance Director
Wed., February 15, 2012	Outside Agency/UCPS/SPCC FY2013 Budget Applications due to Finance
Thu., March 01, 2012	County Manager meets with Finance to review overall budget
Thu., March 15, 2012	County Manager meets with departments for purpose of providing direction on budget reduction targets, if necessitated
Fri., March 30, 2012	Departments develop proposals to achieve budget reduction targets
Fri., April 06, 2012	Good Friday Holiday
Mon., April 16, 2012	Departments meet with County Manager for the purpose of reviewing department budget reduction proposals and service level impacts
Mon., April 30, 2012	County Manager finalizes recommended FY13 Budget
Tue., May 15, 2012	Finance completes preparation and prints FY13 Budget document
Mon., May 21, 2012	Budget and budget message ready for BCC and public - filing of budget with the Clerk, Commission and public
Mon., May 28, 2012	Memorial Day Holiday
Mon., June 04, 2012	Presentation and overview of FY13 recommended budget. Public hearing on budget
Mon., June 18, 2012	Budget adoption
Wed., July 04, 2012	Independence Day Holiday

2013 Budget Calendar

	Mon	Tues	Wed	Thurs	Fri
JULY					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
AUGUST	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31	1	2
SEPTEMBER	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
OCTOBER	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31	1	2	3	4
NOVEMBER	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	1	2
DECEMBER	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
JANUARY	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31	1	2	3
FEBRUARY	6	38	8	9	10
	13	45	15	16	17
	20	52	22	23	24
	27	28	29	1	2
MARCH	5	35	36	8	9
	12	42	43	15	16
	19	49	50	22	23
	26	56	57	29	30
APRIL	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	1	2	3	4
MAY	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	1
JUNE	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29



UNION COUNTY FINANCE DEPARTMENT

Attachment #4

500 N. Main St., Ste. 901
Monroe, NC 28112
(704) 283-3813

TO: All County Department heads
FROM: David Cannon
Finance Director
DATE: September 19, 2010
SUBJECT: 5 Year Forecast & CIP

Now that we have completed the annual appropriation ordinance, it is time to take a look at our long-term needs. As many of you are aware, I am new to Union County and would like to take this time to learn about the finances and needs for all departments. To start the process, I am asking that all departments update the Capital Improvement Plan (CIP) with update figures or projects. I have attached the prior CIP; however, this version was not adopted by the Board of Commissioners.

In addition to the CIP, we need to look at our long-term operating needs as well. I believe that we have to plan operating and capital together to assess our needs and priorities. I will be asking each department to provide information regarding personnel, equipment and new initiatives for the next five years. While I know it is difficult to plan for these needs while we are in such a difficult budget situation, we need to understand the impact of current budget decisions in the future. With your input, we can provide the Board the necessary information they need to determine how to allocate the limited resources available within the County.

I have attached a long-term financial forecasting policy and long-term capital planning policy. I would like your input and comments on these draft policies to set the process and procedures for long-term planning as we go forward. I will be contacting each department in the next couple weeks to schedule a meeting to discuss the county operating and capital needs.

If you have any questions or need any additional information, please do not hesitate to contact me at 740-283-3631.



UNION COUNTY FINANCE DEPARTMENT

500 N. Main St., Ste. 901
Monroe, NC 28112
(704) 283-3813

LONG-TERM FINANCIAL PLANNING

Long term financial planning is critical to a fast growing entity such as Union County. The Board of County Commissioners need to have an established long term financial plan that will identify future revenues, expenditures, capital planning, reserves and the ability address any issues that may affect these. Union County's financial assumptions and projections should be realistic and well thought out for the long term. Proper planning requires a view of the long term goals, objectives and strategies and then short-term guidelines to get to the long term objective. In addition to long term financial planning for revenues and expenditures, there must be flexibility to generate additional funding or reduce expenditures if the need arises.

Each year the budget process starts with the five year forecast. For a number of years, the Union County has prepared a five year operational and capital projects forecast for several major funds. This forecast includes a review of all revenue sources within the General Fund. The forecast must also include a review of the significant funds that rely on General Fund transfers in which to operate. The initial revenue projections are prepared by the Finance Director with input from the various county elected officials and department heads. The Finance Director will then send the 5 year revenue projections to the Internal Auditor and Tax Assessor for their review and input. The Finance Director, Internal Auditor, and Tax Assessor need to reach a consensus on the five year revenue projections. The five year revenue forecast is to include a review and trend analysis for revenue projections. It will note and highlight any deviations from past assumptions.

The Finance Director will prepare the 5 year plan for the County Manager by January 31st each year. Once revenue projections are established, the County Manager and Board of County Commissioners will determine the long term objectives, goals, and capital projects to be funded from available resources. The Board will consider the 5 year plan in public session and give the public an opportunity to review and comment on the goals and priorities of the county. These priorities will then be used to guide the annual appropriations resolution.

Long-term Financing Policies include:

Estimate revenues in a conservative and objective manner with input from all Offices, departments and outside agencies.

Union County will review the need for property taxes, sales tax, fees on an annual basis.

The County will attempt to diversify revenue sources to improve the ability to handle fluctuations in individual revenue sources.

The County will use a cost allocation plan to legally allow for the reimbursement of funds to the General Fund where allowed.

Expenditure accounts should include estimates for salary increases, expected health insurance increases, any adjustments for retirement benefits, workers comp or Medicare.

The projections shall contemplate any additional personnel and ancillary costs to be added within the five year window.

Estimates for future operating costs should be trended based on priority of the Board of County Commissioners and prior year's actual costs.

New programs or events established as long term goals by the Board of Commissioners should be included in the 5 year plan, based on the recipient office or departments best estimates for the 5 year period.

The expenditures shall use actual debt payments that are due during the time period and projected transfer to funds outside the General Fund.

The County will review debt obligations to determine when obligations will expire and when the need for future borrowings may occur.

LONG TERM CAPITAL PLANNING

Each year, the County considers a Capital Improvement Plan (CIP) to recognize and consider capital needs within the County. The CIP will be prepared in conjunction with the 5 year projected budget. This will ensure that future capital projects are considered at the same time as operational needs.

The Board, in conjunction with the various elected officials and boards will assess the needs and cost of each proposed project. The costs must consider anticipated inflation costs as part of the overall project cost. The scope of the project must identified to a level that construction or purchasing costs can be validated and operating costs can be estimated.

Long-term Capital Planning Policies include:

The Board of County Commissioners will review capital projects each year as part of the long-term financial planning process.

The County will develop, and annually update, a comprehensive 5-year capital improvement plan for the General Fund (in collaboration with and to include the Union County Public Schools) which identifies and balances both sources (where the money comes from) and uses (where the money goes).

The County will develop, and update semi-annually, a comprehensive 5-year capital improvement plan for the Enterprise Funds which identifies and balances both sources (where the money comes from) and uses (where the money goes).

The Board will allow for public comment and participation in the consideration of funding long-term capital projects.

The Board of County Commissioners will prioritize the list of capital projects for funding consideration. As funding becomes available, the Board will dedicate resources based on the highest priority.

The Capital Planning process will consider all projects costs on future operating and maintenance budgets.

The Board of County Commissioners will weigh the revenue generating potentials of funding capital and infrastructure projects.

Union County will appropriate for capital projects using a project ordinance adopted pursuant to this section. A project ordinance authorizes all appropriations necessary for the completion of the project and neither it nor any part of it need be readopted in any subsequent fiscal year. The capital project shall not begin until it has adopted a balanced project ordinance for the life of the project. A project ordinance is balanced when revenues estimated to be available for the project equal appropriations for the project. A project ordinance shall clearly identify the project and authorize its undertaking, identify the revenues that will finance the project, and make the appropriations necessary to complete the project.

5 Year Forecast Requests

New Personnel

Number and Type of Personnel Needed

Which Budget Year Requested

What Performance Measures or Workload Increases Demonstrate the Need

Estimated Beginning Annual Salary Amount

Additional Operating Costs

Reason for Increased Operating Costs

Estimated Amount

New Program Initiatives

Describe New Program Request

Estimated Costs

Capital Projects/Needs

Type of Capital Equipment Needed (i.e. equipment over \$25,000, vehicles, facilities, major facility renovations, expansions)

Which Budget Year Requested

Describe Reason for Need

Estimated Capital Amount

Estimated Annual Operating Costs

Maintenance Costs

Access to Funds Outside General Fund

Revenue Generating Potential of New Project

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 20, 2010

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

SUBJECT: Appointment of County Attorney

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

ATTACHMENT(S):

Submission of Qualifications for
Professional Legal Services;
H. Ligon Bundy with Perry, Bundy,
Plyer & Long, LLP
James Allen Lee with Caldwell
Helder Helms & Robinson, PA
Keith J. Merrit with Hamilton Moon
Stephens Steele & Martin, PLLC

INFORMATION CONTACT:

Cindy Coto, County Manager

TELEPHONE NUMBERS:

704-292-2625

DEPARTMENT'S RECOMMENDED ACTION: Review Qualification Submitted and Appoint
County Attorney

BACKGROUND: At the December 6, 2010, Board of County Commissioners Meeting, the
Commission directed staff to advertise a Request for Qualifications for Union County Attorney
with a deadline for submission of December 15, 2010 no later than 2:00 p.m. The Request for
Qualifications was advertised in the Enquirer-Journal on December 8, 2010 as well as posted on
the County website. Three Statements of Qualifications were received by Lynn West, Clerk to
the Board of Commissioners, by the stipulated deadline.

Submittals were received from the following:

H. Ligon Bundy
Perry Bundy, Plyler & Long, LLP
316 N. Hayne Street
Monroe, NC

James Allen Lee
Caldwell Helder Helms & Robinson, PA
314 North Hayne Street
Monroe, NC

Keith J. Meritt
Hamilton Moon Stephens Steele & Martin, PLLC
201 South College Street, Suite 2020
Charlotte, NC

Each of the submittals contain their fee structure. The submittals are attached for the Commissioners information and evaluation.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: **Review Qualifications Submitted and Appoint a County Attorney**

REQUEST FOR QUALIFICATIONS FOR UNION COUNTY ATTORNEY

Union County seeks to engage an attorney on a contractual basis for the provision of professional legal services as County Attorney. The County Attorney serves as the legal advisor to the Board of Commissioners and as such, shall perform all legal services assigned by the Board. The County Attorney shall also work closely with the County Manager and Legal Department. It is expected that the County Attorney will give priority to the work assigned on behalf of Union County and that he or she will perform all work in a timely manner.

Persons interested in appointment as Union County Attorney must prepare and submit a Qualification Statement in accordance with the procedure and schedule stated in the Request for Qualifications (RFQ). The RFQ can be downloaded from the Union County Web site at www.co.union.nc.us, or may be obtained by contacting Lynn West, Clerk to the Board of Commissioners, 500 North Main Street, Room 925, Monroe, NC 28112, telephone number 704-283-3853, e-mail - west@co.union.nc.us.

Completed Qualification Statements must be submitted and received by Ms. West at 500 North Main Street, Room 925, Monroe, NC 28112 on or before 2:00 p.m. on December 15, 2010.

December 8, 2010

NORTH CAROLINA,
UNION COUNTY

AFFIDAVIT OF PUBLICATION

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

December 8, 2010

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

This 8 day of December 2010
Ami Sudak

Sworn to and subscribed before me, this 8 day of Dec * 2010 *
Patricia B. Basso Notary Public

Seal

My commission expires * May 26, 2013 *

Inches: 5.86
Monroe, NC Date: December 8 2010

Account # 30063340

COST: 59.70

the Board of Commissioners

IN ACCOUNT WITH

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

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

Perry, Bundy, Plyler & Long, L.L.P.

Attorneys at Law

316 N. HAYNE STREET
MONROE, NORTH CAROLINA 28112

Mailing Address:
P. O. BOX 7
MONROE, NC 28111-0007

DONALD C. PERRY *Of Counsel*
H. LIGON BUNDY
DALE ANN PLYLER*
RICHARD G. LONG, JR.*†

MELANIE D. COX
CHRISTOPHER COX

*CERTIFIED FAMILY FINANCIAL MEDIATOR

†BOARD CERTIFIED SPECIALIST IN FAMILY LAW

*CERTIFIED PARENTING COORDINATOR

December 13, 2010

TELEPHONE
(704) 289-2519
(704) 283-1590

REAL ESTATE FAX
(704) 282-0105

GENERAL FAX
(704) 261-0083

The Honorable Jerry Simpson, Chairman
The Honorable Todd Johnson, Vice-Chairman
Members of the Board of Commissioners
c/o Ms. Lynn West, Clerk to the Board
500 North Main Street, Room 925
Monroe, North Carolina 28112

Re: Statement of Qualifications to Serve as County Attorney for Union County

Dear Mr. Simpson, Mr. Johnson and Members of the Board:

It is my pleasure to submit this statement of qualifications to serve as County Attorney for Union County. To assist you in your evaluation, this letter will describe my qualifications, as well as those of my firm.

(A) Full Name:

Henry Ligon Bundy.

(B) Firm Name, Address and Telephone Number:

Perry, Bundy, Plyler & Long, L.L.P.
316 North Hayne Street
Monroe, NC 28112
(704) 289-2519

(C) Years in Practice:

I have practiced law in Monroe, North Carolina for more than 34 years. I was an associate at Griffin, Caldwell & Helder from August, 1976 until July 1, 1980. Since July 1, 1980, I have been a partner in Perry, Bundy, Plyler & Long, LLP (formerly, Perry & Bundy, Attorneys).

(D) My Legal Specialties or Emphasis of Practice, and Those of my Firm:

I am a partner in Perry, Bundy, Plyler & Long, LLP, a five-lawyer firm in Monroe. Don Perry and I founded the firm in 1980. The firm is devoted to the general civil practice of law. All of our attorneys and most of our staff are residents of Union County. Each member of the firm

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has their own particular strengths, which can be an asset when representing the County. The members of the firm, and a general description of their areas of practice are:

H. Ligon Bundy

Since 1976, I have had a general civil practice. For several years, my practice has been primarily devoted to civil litigation and representing local government (particularly Union County). Examples of the areas of my practice representing local government are zoning and other land use matters, annexation, advising boards on matters of procedure and statutory and constitutional authority, drafting and interpreting ordinances, contract drafting and review, resolving contractual disputes, preparing submissions to the Department of Justice under the Voting Rights Act, condemnation, and negotiation of land purchases. I have extensive experience in real estate law, including negotiating the terms of purchase of property, drafting contracts, searching titles and closing transactions. I have represented private parties in litigation involving numerous issues, including zoning, condemnation, breach of contract and other business disputes, disputes concerning land issues such as easements and boundary lines, employment law, personal injury and wrongful death, worker's compensation claims, family law, and will contests. I also draft wills and administer decedent's estates.

Donald C. Perry (now retired)

Mr. Perry has been licensed to practice law in North Carolina since 1964. Although he retired in 2010, Mr. Perry remains an important resource to other members of the firm. He has extensive experience in local government law, having served in the past as County Attorney for Union County, and Town Attorney for the Town of Wingate. His practice was also devoted to drafting wills, estate administration, real estate closings, and business law.

Richard G. Long, Jr.

Mr. Long has been licensed to practice law in North Carolina since 1982. His practice is primarily devoted to real estate closings, business law, and family law. Mr. Long is a Board Certified Specialist in Family Law, one of approximately 190 statewide. He is also a certified Family Financial Mediator and mediates numerous cases involving divorce, custody, division of assets and the like.

Dale Ann Plyler

Mrs. Plyler has been licensed to practice law in North Carolina since 1990. Her practice is primarily devoted to representing the Union County Department of Social Services in the areas of Child Protective Services and Adult Protective Services. She is a Certified Parenting Coordinator and also handles Family Law and Social Security Disability matters. Mrs. Plyler has provided training to the Union County Department of Social Services as well as attorneys, judges, medical professionals and education professionals within Union County. Further, she has

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provided court training to Law Enforcement personnel, Child Protective Services Social Workers, Mental Health Professionals, District Attorneys, CMEP Providers, Juvenile Court Counselors, Guardians Ad-Litem, Educators, Child Care Workers and Child Advocates from across North Carolina.

Melanie D. Cox

Mrs. Cox has been licensed to practice law in North Carolina since 2001. She served as an Assistant District Attorney in the District Attorney's office for the 20th Judicial District for six years, and joined the firm in 2007. Her practice is primarily devoted to local government law (representing the Town of Stallings and Wingate, and working on selected Union County projects), general civil litigation, and family law. Mrs. Cox also represents Union County DSS on appellate matters and employment issues.

Christopher L. Cox

Mr. Cox has been licensed to practice law in North Carolina since 1999. He served as an Assistant District Attorney in the District Attorney's office for the 20th Judicial District, and in 2005 left to go into private practice. He was a solo practitioner for 4 years, and joined the firm in 2009. His practice is primarily devoted to criminal defense, general civil litigation, and family law.

(E) A Listing of all of my Post High School Education:

Received B.A. (with honors) from University of North Carolina at Chapel Hill in 1972
Received J.D. from University of North Carolina School of Law in 1976

(F) Date of Licensure in the State of North Carolina:

Licensed by State of North Carolina on August 22, 1976. My license is in good standing.

(G) A listing of my Professional Affiliations or Membership in any Professional Societies or Organizations:

Member of the Union County Bar (President in 1986).
Member of North Carolina Bar Association
Member of the following Sections of the Bar Association:
 Government and Public Sector
 Litigation
 Family Law

(H) The Number of Attorneys Employed and/or Affiliated with my Firm:

There are five attorneys employed or affiliated with my firm. For the name and a description of each attorney's practice area, please see Item (D), above.

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(I) **A Listing of all Previous Public Sector Entities Served Including Dates of Service and Position(s) Held:**

The County of Union

My first employment as an attorney was with Griffin, Caldwell & Helder in Monroe, where I worked from August of 1976 until July 1, 1980. The senior partner in the firm, Frank Griffin, was the County Attorney for Union County at that time. As an employee of that firm, I worked on numerous matters for the County, including researching land titles for easement acquisitions and representing the County in zoning matters.

In February of 1994, my partner, Donald C. Perry, was appointed County Attorney for Union County, a position that he held until February of 2007. Through my association with Mr. Perry, I represented Union County in numerous litigation matters during that time, including zoning enforcement matters and condemnation.

Mr. Perry resigned as County Attorney in February of 2007 and, Union County has contracted with me to provide services on a contract basis since that time.

Union County Department of Social Services

As an associate with Griffin, Caldwell & Helder, I was the attorney who had primary responsibility representing the Union County Department of Social services from 1976 until July 1, 1980, when I left that firm. On March 1, 1991, the Union County Department of Social Services contracted with Perry & Bundy, Attorneys for legal services, and at that time I again had primary responsibility for representing that client. My partner, Dale Ann Plyler now has primary responsibility for representing the Department of Social Services. My firm has now been representing the Department of Social Services continuously since 1991.

Village of Marvin

I served as Town Attorney for the Village of Marvin from April 9, 1996, until July, 2003.

Town of Stallings

I served as the Town Attorney for the Town of Stallings from July of 2000 until June of 2005, and from March, 2008 until the present time, although Melanie Cox currently has primary responsibility for that client. I represented the Town of Stallings Board of Adjustment for several years before my appointment as Town Attorney.

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Village of Wesley Chapel

I served as interim Town Attorney for the Village of Wesley Chapel from December, 2005 until approximately April of 2006.

Town of Mineral Springs Board of Adjustment

I have represented the Town of Mineral Springs Board of Adjustment on a few occasions.

City of Monroe

I am currently representing the City of Monroe in selected condemnation matters.

Town of Wingate

Mr. Perry served as Town Attorney for the Town of Wingate since approximately 1970, and I have occasionally represented Wingate in matters of litigation. Melanie Cox currently has primary responsibility for that client. My firm has now been representing the Town of Wingate continuously for approximately 40 years.

(J) My Familiarity with Union County and an Explanation of how Derived:

I moved to Union County in August of 1976, upon graduating from law school. I have lived here continuously since that time. I have tried hundreds of court cases in 34 years of practice, and I am very familiar with the judicial system here, including the Judges, Clerk of Court and his staff, and the District Attorney and his staff. I am familiar with law enforcement in Union County. I am very familiar with Union County government, its staff, and former and current elected officials. I have worked closely for several years with numerous County departments, such as Public Works, Planning, Zoning Enforcement, Environmental Health, the Sheriff's Department, the Register of Deeds, the County Staff Attorney, and the County Manager. I have gained insight into the operations of Union County through those associations. I have had numerous dealings with municipalities in Union County, and know many elected officials and staff from municipalities. In the 34 years that I have practiced law, I have represented hundreds, if not thousands, of Union County residents. I feel that I have a deep understanding of the issues that face our community.

(K) Relevant Legal Experience that Qualifies me for the Position of County Attorney:

I feel that my past experience of representing Union County Government and other municipalities has provided invaluable experience in issues involving local government. Examples of some of the legal work that I have performed on behalf of the County (and in some cases, the representation is ongoing) is:

- Representation of County concerning FEMA violation involving the Optimist Park

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- Defending claim brought by Charlotte Observer for alleged Open Meetings Law violations
- Enforcement of the land use (zoning) ordinance on several occasions
- Negotiation and preparation of contracts for the purchase of real estate for Union County, including site for water tank in Weddington area, site for communications transmission tower in the New Salem area, and site for water pump station near Anson County Line
- Negotiation of numerous leases for communications towers
- Representation of Sheriff's Department in defense of lawsuit, alleging unlawful euthanasia of animals
- Representation of Sheriff's Department in numerous execution sales of land
- ETJ litigation with Wesley Chapel
- Representation of Public Works Department in numerous legal issues, including numerous claims for sewer or water service, claims that County has improperly denied sewer service, and that County should allow sewer allocation to be transferred from one tract to another
- Litigation concerning the County's APFO ordinance
- Representation of Public Works in contract dispute with Goose Creek Utility Company and transfer of Fairfield Plantation Subdivision Sewer Collection System to Union County
- Assisted in drafting and administration of the Sewer Allocation Policy
- Assisted in drafting and administration of the Water Allocation Policy
- Representation of County in numerous condemnation actions to acquire utility easements, including successfully settling most claims without the necessity of a trial

(L) Other Relevant Legal Experience to be Considered:

The following is a list of some of the reported appellate opinions of cases that I have been involved in, as an example of the variety of legal work that I have handled:

Davis v. Union County Zoning Board of Adjustment, 41 N.C.App. 579 (1979)

Violation of Ordinance rendered moot by amendment to Ordinance

Reunion Land v. Village of Marvin, 129 N.C.App. 249 (1998) Statute of

Limitations to attack an ordinance

Lee v. Simpson, 44 N.C.App. 611 (1980) Failure to comply with notice provision of a zoning ordinance

Lathan v. Union County, 47 N.C.App. 357 (1980) Whether rezoning constituted "spot zoning"

Davis v. Town of Stallings Bd. Of Adjustment, 141 N.C.App. 489 (2000)

Enforcement of a zoning ordinance

Helms v. Griffin, 64 N.C.App. 189 (1983) Whether appeal lies from failure of

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court to enjoin a foreclosure
In re: Helms, 55 N.C. App. 68 (1981) Foreclosure of a deed of trust
Lowery v. Love, 93 N.C.App. 568 (1989) Breach of employment contract
Vickery v. Olin Hill Construction Co., 47 N.C.App. 98 (1980) Fraud resulting
from misrepresentation in procurement of a contract
Thomco Realty, Inc. v. Helms, 107 N.C.App. 224 (1992) Interpretation of a
Contract
Helms v. Schultze, 161 N.C.App. 404 (2003) Interpretation and enforcement
of an order
Clontz v. Clontz, 44 N.C.App. 573 (1980) Claim for unjust enrichment for
improvements to land
Oshita v. Hill, 65 N.C.App. 326 (1983) Claim for prescriptive easement over land
McCarver V. Blythe, 147 N.C.App. 496 (2001) Statute of Limitations on a claim
for permissive waste to land
Williams v. Pee Dee Electric Membership, 130 N.C.App. 298 (1998) Worker's
Compensation matter
Green Thumb Industry, Inc. v. Warren County Nursery, Inc., 46 N.C.App. 235
(1980) Whether Court can exercise jurisdiction over an out-of-state corporation
In re: Adoption of Norwood, 43 N.C. App. 356 (1979) Adoption matter (represented the
Department of Social Services)

(M) Details Concerning Any Conflict of Interest or Potential Conflict of Interest:

I have no known conflicts of interest with Union County. It is difficult to identify any potential conflicts of interest. My firm does not represent any large land developers. Although my firm represents two municipalities (Wingate and Stallings), a conflict of interest has not previously occurred during the years when my partner, Don Perry, was County Attorney.

(N) A Listing of any Relative, by Blood or Marriage, Employed by Union County or Serving in an Elected or Appointed Capacity:

I have no relative, by blood or marriage, who is employed by Union County or serving in an elected or appointed capacity.

(O) The Name, Address, and Telephone Number of Three Client References that can be Contacted by the County:

1. The Honorable Sanford L. Steelman, Jr.,
Judge of the North Carolina Court of Appeals
(although Judge Steelman is not a client, he has known me for over 30 years,
and is familiar with my ability and integrity)

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Mailing Address:
NC Court of Appeals
P.O. Box 888
Raleigh, NC 27602
Telephone Number:
(919) 831-3790 (Office)

2. Mr. Eddie Cathey
Sheriff of Union County
Mailing Address:
Union County Sheriff's Department
3344 Presson Road
Monroe, NC 28112
Telephone Number:
(704) 292-2613 (Office)
3. Mr. Jeffrey L. Crook
Senior Union County Staff Attorney
Mailing Address:
500 N. Main Street, Suite 826
Monroe, NC 28112
Telephone Number:
(704) 292-2530 (Office)
4. Mr. Edward Goscicki
Director of Union County Public Works
Mailing Address:
500 N. Main Street, Suite 500
Monroe, NC 28112
Telephone Number:
(704) 296-4212 (Office)

(P) Compensation Requirements, Including an Hourly Rate and any Retainer to be Charged the County, and the Manner in which Travel Time will be Billed:

I request compensation at the same rate as the previous County Attorney. The hourly rate was \$220.00 per hour for general matters, \$250.00 per hour for litigation matters, plus a retainer of \$1,500.00 per month. I would not request payment for travel time within Union County. However, in the event of travel outside of Union County (for example, a trip to Raleigh to the

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Court of Appeals or to confer with a State agency), I would request payment at the normal hourly rate, after the first hour of travel.

(Q) Other Relevant Information to be Considered:

Martindale-Hubbell Peer Review Rating:

AV (the highest possible rating).

Military:

Served in the North Carolina Army National Guard (initially, in an infantry company) from January, 1971 until January, 1977. Received Honorable Discharge on January 26, 1977.

Family:

My wife, Linda, is a Union County native. She has been an employee of CMC-Union (and its predecessor entities) since 1976, and I have wide knowledge of the medical community here. My children (a son and a daughter) were raised in Union County, and attended public schools here, and I am very familiar with the school system.

Other:

I think it is important for the Board to consider that for years, I have given first priority to the work assigned on behalf of the County. I am available to respond to the demands of the County Government on a moment's notice. My office is less than a five-minute walk from the Judicial Center and the Government Center. This allows me to easily attend the frequent meetings with County staff and officials that are required by the significant challenges that the County faces. In addition, I am able to quickly respond to the Court system in the event someone tries to obtain unfair advantage over the County by filing a lawsuit and obtaining an emergency court order, affecting County operations.

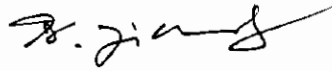
I also think it is important for the Board to consider that Mr. Don Perry, the Union County Attorney for 13 years, is available to me as a resource. During his years as County Attorney, Mr. Perry and our staff handled various issues such as property tax foreclosures and issuing opinion letters relative to bond transactions, and his years of experience in these areas is an invaluable resource to me, if I am selected as County Attorney.

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I sincerely appreciate the opportunity to present this statement of qualifications. Union County has significant challenges, and I believe that I am uniquely situated to understand and respond to those challenges. If you have any questions, or require further information, please let me know. I hope that I have the opportunity to continue to work with each one of you in the future.

Sincerely,

PERRY, BUNDY, PLYLER, & LONG, L.L.P.

A handwritten signature in black ink, appearing to read "H. Ligon Bundy", with a stylized flourish at the end.

H. Ligon Bundy

HLB/cs

CALDWELL HELDER HELMS & ROBISON, P.A.
ATTORNEYS AT LAW

THOMAS J. CALDWELL*
JAKE C. HELDER*
R. KENNETH HELMS, JR.
TREY ROBISON
REBECCA L. ROBISON
JAMES ALLEN LEE^o

AIMEE E. BENNINGTON
STEPHEN M. BENNETT

* RETIRED
^o LICENSED IN NC & SC

314 NORTH HAYNE STREET
MONROE, N.C. 28112

MAILING ADDRESS
PO DRAWER 99
MONROE, N.C. 28111-0099

TELEPHONE: 704/289-4577
REAL ESTATE FAX: 704/289-4218
GENERAL FAX: 704/283-1122

December 15, 2010

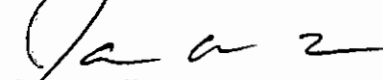
Union County
Attn: Ms. Lynn West, Clerk to the Board of Commissioners
500 North Main Street, Room 925
Monroe, NC 28112

Dear Ms. West:

Enclosed are eight (8) copies of my Statement of Qualifications for the Provision of Professional Legal Services as Union County Attorney. I thank you and the board for this opportunity.

Sincerely,

Caldwell Helder Helms & Robison, P.A.



James Allen Lee

JAL
Enclosures

QUALIFICATION STATEMENT

In response to the Request for Qualifications for the Provision of Professional Legal Services as Union County Attorney, I provide the following information:

- a. Full Name: James Allen Lee III;
- b. Firm Name, Address and Telephone Number:
Caldwell Helder Helms & Robison, P.A.
PO Drawer 99
314 N. Hayne Street
Monroe, NC 28111 (PO Box) 28112 (physical)
(704) 289-4577;
- c. Years in Practice: Five (5);
- d. My legal specialties or emphases of practice: Business Transactions, including buying and selling of businesses, formation and dissolution of business entities, contract negotiations and disputes; Real Estate matters including commercial and residential closings, land acquisitions and development, land use issues including use value taxation and rezoning; Estate Planning and Administration;
- e. Post High School Education:
North Carolina State University (1994-1998) B.S. Animal Science
Campbell University, Norman Adrian Wiggins School of Law (2002-2005) J.D.;
- f. Date of Licensure in the State of North Carolina: August 25, 2005, I am also licensed in the State of South Carolina (November 17, 2008);
- g. Listing of Professional Affiliations or Membership in any professional societies or organizations:
North Carolina Bar Association, member of Estate Planning and Real Property Sections
South Carolina Bar, member
Union County Bar Association, President
20B Judicial District Bar, President;
- h. The number of attorneys employed and/or affiliated with my firm: Six (6) full time attorneys. There are two (2) retired attorneys who still have some affiliation with the firm but no longer practice law; Thomas J. Caldwell and Jake C. Helder. I have attached a copy of the curriculum vitae for each of the active partners in the firm;
- i. A listing of all previous public sector entities for which I have provided legal representation, including dates of service and position(s) held: None. I have represented multiple clients before various municipal boards and currently serve on the Downtown Monroe Advisory Board;

- j. My familiarity with Union County and how derived: I am a life-long resident of Union County. During my lifetime I have seen significant changes to our county, some for the better, and some for the worse. As a Union County native, parent and a small business owner, I have a vested interest in the future of our county and want to see it thrive. I grew up in Monroe, I currently reside in the Marshville area and have lived in both Waxhaw and Wingate. I am very familiar with the people and places that make up the county I call home;
- k. The relevant legal experience that qualifies me for the position of County Attorney: While I have not directly represented the county or a municipality, I am familiar with the enabling legislation that empowers the county and during my legal career have represented clients before various boards and departments of local government entities. Specifically I have successfully represented clients seeking special use permits and amendments before the Union County Board of Adjustment; represented clients before the Union County Board of Equalization and Review; represented clients before the Weddington Town Council and Planning Board; and represented clients whose property was taken by condemnation. Further, I have significant experience in negotiating contracts and assisting and advising clients in significant acquisitions;
- l. Any other relevant legal or work experience that I would like the Board of Commissioners to consider in evaluating my qualifications for the position of County Attorney: Prior to attending law school I worked as a Feed Mill Manager for Circle S Ranch, Inc., a company with a long history in Union County. At Circle S Ranch I learned valuable management and communication skills. I learned to operate under pressure and look for creative solutions to complex problems. This experience has translated well to my law practice, and I believe my clients will confirm that my prior work experience helps me understand and meet their needs. Agriculture is a large part of Union County's economy and my agricultural experience together with my law practice gives me a unique view into various needs and desires of our diverse citizenry;

Additionally my law firm has represented multiple municipalities and Union County in the past. Currently my law partner, R. Kenneth Helms, Jr., represents the Town of Unionville. I have the knowledge base and resources to effectively represent Union County's Board of County Commissioners;

- m. Details regarding any conflict of interest or potential conflict of interest: We represent a Union County Sherriff's deputy with a current worker's compensation claim.
- n. A listing of any relative, by blood or marriage, employed by Union County or serving in an elected or appointed capacity; None known;
- o. The name address and telephone number of three client references that can be contacted by the County:

Circle S Ranch, Inc.
Attn: Samuel O. Starnes
1604 Circle S Ranch Rd.
Monroe, NC 28112
(704) 764-7414

OHM Hotels, LLC
Attn: Alkesh Patel

1348 Matthews Township Parkway
Ste. 200
Matthews, NC 28105
(704) 846-1099

State Utility Contractors, Inc.
Attn: Bill Norwood
PO Box 5019
Monroe, NC 28111
(704) 289-6400;

- p. My compensations requirements, including an hourly rate and any retainer to be charged the County, and the manner in which travel time will be billed: \$220.00/hour. I will not require a retainer and will not bill for travel time to normal meetings of the County Commissioners;
- q. Any additional information that I would like the Board to Commissioners to consider in evaluating my qualifications: None;

JAMES ALLEN LEE III
CURRICULUM VITAE

Caldwell Helder Helms & Robison, P.A.
PO Drawer 99
Monroe, NC 28111-0099
Telephone: (704) 289-4577
Fax: (704) 283-1122
jalee@chhrlaw.com

Current Legal Position:

Partner, Caldwell Helder Helms & Robison, P.A.
(Continuously employed by Caldwell Helder Helms & Robison, P.A. or its predecessors in interest from August, 2005 until present)

Education:

Campbell University, Norman Adrian Wiggins School of Law, Juris Doctor – 2005
North Carolina State University, B.S. – 1998
Monroe High School, Diploma – 1994

Bar Admissions:

North Carolina – 2005
South Carolina – 2008

Legal Work Experience:

Representation of clients before boards of adjustment, the board of equalization and review, and other municipal and county boards, the District and Superior Courts of several judicial districts, and the North Carolina Court of Appeals.

Representation of Clients in the following areas of law:

Business and Agribusiness Transactions, including buying and selling of businesses, formation and dissolution of business entities, contract negotiations and disputes; Real Estate matters including commercial and residential closings, land acquisitions and development, land use issues including use value taxation and rezoning; Estate Planning and Administration.

Representative Clients:

Circle S Ranch, Inc.
Brewer-Hendley Oil Company
OHM Hotels, LLC

Five Star Farms, LLC
Bill Norwood, State Utility Contractors
James Houston Howie

Professional Associations:

North Carolina Bar Association, member of Estate Planning and Real Property Sections
South Carolina Bar, member
Union County Bar Association, President
20B Judicial District Bar, President

Work Experience:

Gilboa Farms, LLC, member/manager (2008-present)
Co-Owner of a contract turkey brooder farm with six houses containing a total of approximately 100,800 square feet; Oversee the management of all aspects of farm operations and often "get my hands dirty".

Circle S Ranch, Inc., Feed Mill Manager (1998-2002)
Managed modern feed mill producing approximately 8,000 tons of livestock feed per week. Responsible for personnel, scheduling, trucking, training and quality control for facility with approximately thirty (30) employees operating twenty-four hours a day, five to six days a week.

Personal Information:

I live in Marshville with my wife, Kristie and two daughters: Katie Rose (8) and Laira (4). I am a Union County native and enjoy working on the farm and riding horses with my family.

R. KENNETH HELMS, JR.

CURRICULUM VITAE

Caldwell Helder Helms & Robison, P.A.

PO Drawer 99

Monroe, NC 28111-0099

Telephone: (704) 289-4577

Fax: (704) 283-1122

khelms@chhrlaw.com

Current Position:

Partner, Caldwell Helder Helms & Robison, P.A.

(Continuously employed by Caldwell Helder Helms & Robison, P.A. or its predecessors in interest from 1988 until present)

Education:

Wake Forest School of Law, Juris Doctor - 1988

UNC-Chapel Hill, B.A. - 1985

Bar Admissions and Licenses:

North Carolina State Bar

United States District Court of North Carolina – Western Division

United States District Court of North Carolina – Eastern Division

Work Experience:

Representation of clients before municipal and county boards, the District and Superior Courts of North Carolina in multiple judicial districts, North Carolina Industrial Commission, North Carolina Court of Appeals, North Carolina Supreme Court and United States District Courts.

Representation of Clients in the following areas of law:

Business Transactions, including the buying and selling of businesses, formation of business entities, contract negotiations and disputes, negotiations of member/partner withdrawals, and dissolutions; Real Estate matters including commercial and residential closings, land acquisitions and development, land use issues, rezoning; Estate Planning and Administration; Insurance disputes; Personal Injury and Workers' Compensation; Municipal Law.

Representative Clients:

R. D. Harrell Company

Bonterra Builders, LLC

Town of Unionville

Pat S. Robison, III

AKA "Trey"

9805 Thornridge Drive

Indian Trail, NC 28079

704-753-3445 (h)

704-219-3733 (c)

- Education:
- University of Oklahoma
B.A., Political Science - May 1989
 - Wake Forest University School of Law
J.D. - May 1996
- Experience:
- Caldwell Helder Helms & Robison, P.A.
(formerly Griffin, Smith, Caldwell, Helder & Helms, P.A.)
Monroe, NC
April 2003 – present
 - Robison & Robison, P.A.
Monroe, NC
November 2002 – April 2003
 - District Attorney's Office – 20th Prosecutorial District of North Carolina
Union, Stanly, Richmond & Anson Counties of NC
September 1996 – November 2002
 - Federal Bureau of Investigation
Oklahoma City, OK & Philadelphia, PA
March 1988 – August 1993
- Other:
- Graduate - National College of District Attorneys' Career Prosecutor School
Houston, TX
June 1999
 - Faculty – National College of District Attorneys' Career Prosecutor School
Charleston, SC
June 2000

- Former Instructor – Basic Law Enforcement Education & Training
Stanly Community College
Various courses, including searches and seizures, confessions and 4th, 5th and 6th
Amendment law.
- Former Instructor – North Carolina Conference of District Attorneys
Various CLE courses, including courtroom evidence, sexual assault forensic
exams and courtroom advocacy techniques.

Personal:

- Married to Rebecca L. Robison since 2001. Three sons: James (7), William (5)
and Peter (3).
- Member - Philadelphia Presbyterian Church
Mint Hill, NC
- Eagle Scout – Troop 88
May 1982
Claremore, OK
- Member - Monroe-Union Breakfast Rotary Club
Monroe, NC
2002-2009
- Board Member – Union Academy Foundation
Monroe, NC
2003-2004

Rebecca L. Robison

9805 Thornridge Dr., Indian Trail, NC 28079

Education

Saint Mary's College, Raleigh, NC, Associate of Arts Degree, 1991

The Ohio State University, Columbus, OH, Bachelor of Arts, 1994

Capital University, Columbus, OH, Juris Doctor, 1997

Professional Experience

Union County District Attorney's Office- Assistant District Attorney 1998-2001

- Prosecuted criminal cases -misdemeanors and felonies
- Trial experience in both District and Superior Courts
- Member of the Union County Community Child Protection Team

Rebecca L. Robison, P.A.- Sole Practitioner 2001-2005

- Juvenile Court
 - Department of Social Services-Dependency/Neglect
 - Delinquency
- Guardian Ad Litem in Department of Social Services incompetency proceedings and in private incompetency proceedings.
- Child Custody, Child Support, Divorce, Equitable Distribution, and Alimony
- Misdemeanor and Felony Criminal Cases
- Jury and Bench trials in Criminal and Civil Court
- Social Security Disability
- Worker's Compensation
- Personal Injury

Caldwell Helder Helms & Robison- Partner 2005- present

- Family Law matters- Child Custody, Child Support, Divorce, Divorce from bed and Board, Equitable Distribution, Post-separation Support, Alimony, Domestic Violence Restraining Orders, Separation Agreements, and Pre-Martial Agreements
- Bench trials in Civil District Court
- Misdemeanor and Felony Criminal Cases

Professional Associations

NC State Bar

NC Bar Association

American Bar Association

December 14, 2010

Union County
Attn: Ms. Lynn West, Clerk to the Board of Commissioners
500 North Main Street, Room 925
Monroe, North Carolina 28112

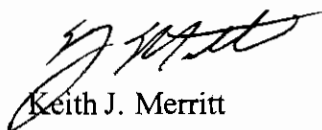
Re: *Response to Request for Qualifications for Professional Legal Services*

Dear Ms. West:

Enclosed in our firm's response to the Request for Qualifications for Professional Legal Services for serving as the attorney for Union County. I am aware that the deadline for submitting responses to this request was January 20. However, the information provided on the County's web site had a blank for the response deadline and we did not learn of the January 20 deadline until we contacted your office last week. I apologize that our response was not submitted prior to the deadline, but we contacted your office to determine the deadline shortly after learning of the existence of the request for qualifications. I hope that you will forward our response to the Board of Commissioners for consideration as our firm represents a number of government entities and we would be honored to be chosen to represent Union County.

Please feel free to contact me if you need any additional information.

Very truly yours,


Keith J. Merritt

KJM/mdt
Enclosure

RESPONSE TO REQUEST FOR QUALIFICATIONS FOR THE PROVISION OF
LEGAL SERVICES AS UNION COUNTY ATTORNEY

- a. Keith John Merritt
- b. Hamilton Moon Stephens Steele & Martin, PLLC
201 S. College St., Suite 2020
Charlotte, NC 28244
Telephone: (704) 227-1056 (direct)
(704) 344-1117 (main)
- c. Twenty years of practice
- d. Our firm specializes in litigation and dispute resolution in all areas of practice, as well as representing clients in commercial real estate transactions, land use issues, and construction disputes. My areas of practice (as well as those of several other attorneys in our firm) include representing municipal governments in a variety of areas, including eminent domain, zoning and annexation. In the past two years of serving as the Union County attorney our firm has also provided advice and counsel to the County in bankruptcy matters, tax appeals and construction disputes. Our firm also has a great deal of experience in handling public works matters. I believe that our firm provides the County with the ability to have one firm provide the majority of its legal services at a reasonable price rather than having to hire multiple firms in order to obtain the expertise required by the County.
- e. University of North Carolina at Chapel Hill, BA 1987
University of North Carolina at Chapel Hill, JD with Honors 1990
- f. Licensed in North Carolina in 1990.
- g. Member of the North Carolina and American Bar Associations
Listed in Best Lawyers in America
Listed in North Carolina Super Lawyers
Previously listed in Chambers USA Leading Lawyer's for Business
Previously listed in North Carolina Legal Elite
- h. Our firm currently consists of nineteen attorneys.
- i. A listing of all the public sector entities served and the dates of service is impossible to provide given the number of matters we have handled. Our firm currently provides legal services for the following public sector entities in and around the area:
 1. City of Charlotte

2. City of Concord
3. City of Kannapolis
4. Town of Indian Trail
5. Town of Davidson
6. Village of Wesley Chapel
7. Mecklenburg County ABC Board
8. Charlotte Mecklenburg Public Library
9. Union County

In addition, our firm has previously handled matters for the following public sector entities:

1. City of Statesville
 2. Town of Washington
 3. Andrews – Murphy Airport Authority
 4. Stanly County
- j. My most recent knowledge of Union County comes from serving as the County Attorney for Union County during the past two years as well as serving as the attorney for the Town of Indian Trail. This has allowed me to become very aware of the current issues affecting Union County. I grew up in Charlotte and have lived in the area most of my life. I have practiced in Mecklenburg County for 20 years and have handled numerous cases in Union County. One of my partners is the attorney for the Village of Wesley Chapel and I have also been involved in handling matters for Wesley Chapel.
- k. I believe that I am well qualified to represent Union County, especially given the fact that I have served as the Union County Attorney during the past two years. During that time I have become intimately aware of the issues faced by the County including water / sewer issues, issues related to CHS and CMC-Union and the numerous matters involving these entities, as well as the various lawsuits in which the County is currently involved. Much of my legal practice has been devoted to issues of land use and to municipal representation. I have worked for years with numerous City and Town attorneys to formulate strategies to resolve the issues that they face. I have handled cases for and against government entities involving eminent domain, zoning, annexation, airport rights and FAA compliance issues, section 1983 claims, public records issues, as well as cases involving contract rights and the requirements associated with Union County being governed by Section 5 of the Civil Rights Act. I am also familiar with the procedural aspects of representing the Board of Commissioners given my ongoing representation of governmental boards.
- l. If requested, we can provide additional information as to specific cases our firm has handled for governmental entities.

m. During the past two years of serving as the Union County Attorney I have had one issue with the Town of Indian Trail that the County believed to be a conflict.

n. None.

o. Albert Benschhoff
Concord City Attorney
66 Union Street, South
P.O. Box 308
Concord, North Carolina 28026
704-920-5114

Joseph Fivas
Indian Trail Town Manager
Box 2430
Indian Trail, North Carolina 28079
704-821-8114

Richard Lewis
Concord Regional Airport Aviation Director
9000 Aviation Boulevard
Concord, North Carolina 28027
704-793-9000

p. Our firm would charge the County \$220.00 per hour for general work and \$250.00 for litigation matters. Travel time would be billed at one-half of normal hourly rates. Our firm would also charge a retainer of \$1,500.00 pursuant to the County Attorney policies.

q. In addition to myself, George Sistrunk and Becky Cheney would also provide services to Union County. Mr. Sistrunk handles commercial real estate transactions and land use issues and would be available to provide legal services related to those areas. Becky Cheney would provide services related to tax appeals, contract review and construction matters. Ms. Cheney worked as an attorney for the City of Charlotte, specifically representing Charlotte-Douglas International Airport, for six years prior to joining our firm.

Our firm is routinely engaged by local governments to handle complex matters. In the past year I served as counsel for the City of Concord in an eighty million dollar lawsuit brought against it by Speedway Motorsports, Inc. Our firm has also represented a number of municipalities in litigation related to internet sweepstakes operations and the ability to regulate their use. We have numerous attorneys who provide legal services to governmental entities and our attorneys offer expertise in a large number of areas required by the County, as opposed to a smaller firm that can only offer expertise in limited areas. However, our firm operates very efficiently which enables us to offer a very high level of service at a price point

far less than larger firms. I believe that our firm offers the County the best combination of expertise and experience available in the area. Our firm has a long history of representing governmental entities and we hope to continue representing Union County.

Union County Revaluation

AGENDA ITEM # 7
MEETING DATE 12-20-10

The Revaluation Cycle

- North Carolina General Statute 105-286 requires every County to conduct an octennial (eight year) revaluation.
- The eight year reappraisal cycle can be advanced, but not delayed, by County Board Resolution.
- A revaluation can also be triggered if a sales ratio falls outside the 85%- 115% compliance level. The revaluation will have to be completed within 3 years of this trigger.
- The Union County Board of Commissioners on September 7, 2010 advanced the revaluation from January 1, 2016 to January 1, 2012.

Background

- The last Union County revaluation was in 2008.
- Union County's last two revaluations (2004 & 2008) were advanced to a four year cycle by County Board resolution (and now 2012).
- Other revaluations were preformed on an eight year cycle (1984, 1992, 2000).

Assessment / Sales Ratio Studies

- The sales ratio study is the industry standard for measuring assessment accuracy.
- The sales ratio of a single sale is the assessment of the property divided by the sales price.
- A sales ratio study consists of the median of all arms length sales during a specified time period.
- The county-wide sales ratio measures the “level of assessment” of the county as a whole.
- A sales ratio of over 1.0 indicates a certain degree of over assessment, while a ratio of less than 1.0 indicates an under assessment.

Coefficient of Dispersion

- The coefficient of dispersion (COD) is the industry standard for measuring “equity”.
- The COD can be defined as the average deviation from the median.
- The International Association of Assessing Officers (IAAO) standard on sales ratio studies generally recommends consideration of a reappraisal when the county-wide coefficient of dispersion exceeds 20.0.

Union County Status

- The last official state sales ratio study was for the year 2009. The ratio was 106% which does not trigger a state mandated reappraisal.
- Internal studies for 2010 show a ratio of 111% and a COD of 17.96%. Which do not yet meet IAAO standards for a revaluation.
- However there are categories of properties that are above these thresholds.

Revaluation Impact

■ On tax base

- High-end dwellings have been among the most heavily impacted properties, causing the actual tax base loss to be greater than the median.
- Weighted averages indicate that, if the revaluation was conducted today, the real estate tax base would drop approximately 14%.

■ On the tax rate

- A 14% decline in the real estate base, would require an increase of approximately 8 cents to remain revenue neutral.

■ On individual properties

- A revaluation would result in a decrease in valuation on most properties. However the magnitude of this decrease would vary depending on location and type of property.
- If a revenue neutral tax rate were adopted many taxpayers would receive a decreased assessment yet pay more in taxes.

Challenges

- Union County is experiencing less than a third of the number of arms-length sales than it did prior to the slow-down in the market.
 - It will be difficult to determine the market on certain properties where there are few or no sales.
 - Statewide, 12 out of 23 counties postponed a 4 year revaluation in 2011 (primarily because of an insufficient number of sales).
- It is uncertain what will occur in the market place between now and the revaluation implementation date (Jan. 1, 2012).
- The last point to affirm or rescind is no later than March 1, 2011.

Costs

- Printing & Mailing of Notices - \$100,000+
- Board of Equalization and Review Meetings - \$20,000?
- Staffing – 4 Part time employees (2 full time equivalents) for remainder of this year – and next two fiscal years - \$100,000

Appendix

State Sales Ratio Studies

Small Random Sampling

Year	Quarter	Median	COD
2008	1 st	96%	
2008	2 nd	90%	
2008	3 rd	97%	
2008	4 th	102%	
Total 2008		96%	10.15%
2009	1 st	104%	
2009	2 nd	107%	
2009	3 rd	108%	
2009	4 th	108%	
Total 2009		106%	17.66%
2010	1 st	103%	
2010	2 nd	116%	
2010	3 rd	113%	
Year to Date 2010		111%	

Internal Sales Ratio Studies

All "Arms-Length" Sales

<u>Year</u>	<u>Quarter</u>	<u>Median</u>	<u># Sales</u>	<u>COD</u>
2008	1 st	96%	886	
2008	2 nd	96%	960	
2008	3 rd	97%	928	
2008	4 th	101%	634	
Total 2008		96%	3,388	14.20%
2009	1 st	103%	403	
2009	2 nd	105%	528	
2009	3 rd	110%	644	
2009	4 th	109%	587	
Total 2009		106%	2,162	15.08%
2010	1 st	108%	327	
2010	2 nd	111%	684	
2010	3 rd	113%	504	
Year to Date 2010		111%	1,515	17.96%

Internal Sales Ratio Studies

2010 Sales by Dwelling Quality

<u>Quality</u>	<u># of Sales</u>	<u>Median</u>
Fair (-)	5	120%
Fair	13	118%
Fair (+)	14	100%
Average (-)	126	102%
Average	410	110%
Average (+)	333	113%
Good (-)	197	112%
Good	150	111%
Good (+)	107	114%
Excellent (-)	16	123%
Excellent	22	129%
Excellent (+)	50	121%
Superior	5	148%

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 20, 2010

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

SUBJECT: Transportation Advisory Board (TAB)

DEPARTMENT: County Manager

PUBLIC HEARING: No

ATTACHMENT(S):
Purpose of TAB and Member Roster
Tentative Meeting Dates

INFORMATION CONTACT:
Cindy Coto, County Manager

TELEPHONE NUMBERS:
740-292-2625

DEPARTMENT'S RECOMMENDED ACTION: Discuss appointments on TAB and Meeting Schedule and provide direction to Staff

BACKGROUND: The Transportation Advisory Board (TAB) is responsible for investigating, evaluating, advising and making recommendations to the Board of County Commissioners concerning all issues relating to transportation within Union County.

The membership of TAB consists of one member appointed by each Town's governing body, five members from unincorporated Union County, one member of the Chamber of Commerce, one member of the Union County Public Schools, and one member representing parks and greenways. The MUMPO and RPO Commissioner representatives act as facilitators to the Transportation Advisory Board.

At the December 6, 2010, Board meeting the two Commissioners who were appointed to the MUMPO and RPO are the Chair Jerry Simpson and Vice-Chair Todd Johnson. Commissioner Jonathan Thomas presently serves on TAB as Commissioner Baucom's appointment which occurred prior to Commissioner Thomas holding public office. As the present membership would create three County Commissioners attending the TAB meetings, staff is seeking direction with respect to the composition of the membership.

Also, discussed at the December 6 meeting was development of a meeting schedule for the Transportation Advisory Board. As the Transportation Advisory Board's purpose is to create collaboration among those members representing Union County so a collective voice is presented at the MUMPO meetings, staff has developed a proposed meeting schedule based upon MUMPO meeting dates. Staff is seeking approval of the proposed meeting schedule.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

TRANSPORTATION ADVISORY BOARD ("TAB")

The Transportation Advisory Board shall investigate, evaluate, advise and make recommendations to the board of commissioners concerning all matters relating to transportation within Union County, including, but not limited to, the need for construction, operation, relocation, or improvement of streets, bridges, sidewalks, and bikeways, as well as the possible establishment and improvement of alternative methods of mass transportation.

The Transportation Advisory Board (TAB) shall consist of one member appointed by each Town's governing body (elected official or resident of said Town), five members from unincorporated Union County who are located in areas not served by the focus of a municipality; one member of the Chamber of Commerce; one member of the UCPS system; and one member representing parks and greenways. The MPO and RPO Commissioner representatives shall act as facilitators. The TAB shall appoint a secretary for the purpose of recording minutes in compliance with the Open Meetings laws. This Board shall work in conjunction with the TCC to establish priorities, examine feasibility of projects, and determine recommendations to be presented to the governing and advisory boards to the Department of Transportation.

The TAB shall report to the Board of Commissioners *as requested by the Board* and shall undertake such studies or perform such duties as the Board may request from time to time. The recommendations of TAB, and in consensus with the BOCC, shall be the unified recommendation to the appropriate agencies by the MPO and RPO representatives.

TAB will advise the Board and provide information and comments on major transportation issues; and provide to the Board recommendations regarding the overall planning and programming of transportation improvements in the County, including:

- Identify and prioritize the County's roadway needs and available or possible sources of funding;
- Assist in development and review of the transportation component of the Comprehensive Plan;
- Provide recommendations to the Board regarding Federal and State legislation affecting transportation in Union County;
- Explore and make recommendations on innovative techniques and methods to improve the efficiency and capacity of existing and future transportation systems;
- Work in conjunction with the Union County TCC to establish viable, fundable projects to the State for consideration.

The authority for establishing the Transportation Advisory Board is Title 23 of the United States Code (U.S.C.) 134; Sections 3 (a) (2), 4 (a), 5 (g) (1), and 5 (1) of the Federal Transit Act of 1964, as amended; 49 U.S.C. 1602 (a) (2), 1603 (a), 1604 (g) (1), and 1604 (1); and Chapter 136, Article 3A, Section 136-66.2 (a) (b) of the North Carolina General Statutes.

The TAB has the responsibility for serving as a medium for open discussion and policy development for recommendations made to the general bodies of local government, the TCC, and the boards of the various modes of transportation and as a forum for cooperative and unified transportation planning and decision making for the Metropolitan Planning Organization (MPO) and the Rural Planning Organization (RPO).

TRANSPORTATION ADVISORY BOARD

Chairman Jerry Simpson

Vice Chair Todd Johnson

FAIRVIEW

Bill Thomas
9404 Mill Grove Road
Indian Trail, NC 28079

MONROE

Lynn Keziah
PO Box 69
Monroe, NC 28111

HEMBY BRIDGE

Chris Baker
6900 Dandelion Court
Indian Trail, NC 28079

STALLINGS

Lynda M. Paxton
112 Eaglecrest Drive
Stallings, NC 28104

INDIAN TRAIL

John Quinn
3315 Creek Trail Road
Indian Trail, NC 28079

UNIONVILLE

Ken Brown
4326 Briarcliff Drive
Monroe, NC 28110

LAKE PARK

Kendall Spence
4011 Lake Charles Way
Indian Trail, NC 28079

WAXHAW

Brett Diller Daune Gardner-Alt
311 Broad St
Waxhaw, NC 28173

MARSHVILLE

Denise Whitley
PO Box 604
Marshville, NC 28103

Margaret Bivens-Alt
603 Washington St.
Marshville, NC 28103

WEDDINGTON

Nancy Anderson
13624 Providence Road
Weddington, NC 28104

MARVIN

Terri Patton
1018 Berwick Court
Marvin, NC 28173

WESLEY CHAPEL

Brad Horvath
1317 Linden Glen Drive
Wesley Chapel, NC 28104

MINERAL SPRINGS

Jerry Countryman
PO Box 418
Mineral Springs, NC 28108

WINGATE

Barry Green
PO Box 3238
Wingate, NC 28174

CHAMBER OF COMMERCE

Jim Carpenter
PO Box 1789
Monroe, NC 28111

UCPS

Adam Johnson, Transp. Dir.
201 Venus Street
Monroe, NC 28110

PARKS & GREENWAYS

Rick Becker
6603 Sadler Road
Waxhaw, NC 28173

COMMISSIONER APPOINTEES:

Jonathan Thomas
3204 E Lawyers Road
Monroe, NC 28110
(Allan Baucom)

John Barker
3310 Marshville-Olive Branch Road
Marshville, NC 28103

Jack Ross
1413 Skyler Drive
Waxhaw, NC 28173
(Tracy Kuehler)

Jerry Simpson
9512 Simpson Road
Waxhaw, NC 28173
(Parker Mills)

Mark DiBiasio
4708 Toms Creek Court
Waxhaw, NC 28173
(Kim Rogers)

**UNION COUNTY
2011 TAB MEETINGS
(Tentative)**

January 13, 2011

March 10, 2011

May 12, 2011

July 14, 2011

September 15, 2011

November 10, 2011

**Meetings are held in the
Personnel Training
Room
Union County
Government Center
6:30 pm**

**2011 MUMPO MEETINGS
(Tentative)**

January 19, 2011

March 16, 2011

May 18, 2011

July 20, 2011

September 21, 2011

November 16, 2011

**Meetings are held at the
Charlotte-Mecklenburg
Government Center
at 7 pm**

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/20/10

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

SUBJECT: Update to Land Use Ordinance

DEPARTMENT: Planning

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:

Richard Black
Jeff Crook

TELEPHONE NUMBERS:

704-292-2580
704-283-3673

DEPARTMENT'S RECOMMENDED ACTION:

- a. Authorize the County Manager to solicit proposals for consultant(s) to assist with the scheduled update/rewrite of the Union County Land Use Ordinance.
- b. Direct the County Manager (i) to suspend work by staff regarding any further text amendments pending update/rewrite of the Land Use Ordinance, unless otherwise authorized by the Board of Commissioners, and (ii) to suspend work by staff in support of efforts by the Planning Board to update/rewrite the Land Use Ordinance, pending engagement of one or more consultants and development of an update process.

BACKGROUND: The Planning Department has budgeted and planned for several years to conduct a major update/rewrite of the Land Use Ordinance following adoption of the Comprehensive Plan. After several years of review, the Planning Board in September recommended approval of the Comprehensive Plan, which was subsequently adopted by the Board of Commissioners on October 18. Also in September, the Planning Board initiated several text amendments to the Land Use Ordinance that have not yet been prepared by staff nor considered by the Board of Commissioners, including provisions pertaining to off-site produce stands, community centers, accessory apartments, large churches, Planned Unit Developments (PUDs), and various changes to the Definitions section and Table of Uses.

It is the opinion of the Planning staff that the proposed amendments are not time sensitive and that development of revisions to the Ordinance would be better served at this time by incorporating them into the scheduled update process. A comprehensive rewrite of the Land Use Ordinance is the best process to correct and update the Ordinance in a more collaborative

and integrated manner. This process would provide a better procedure for more fully engaging the community and the various stakeholder groups in the rewrite of the Ordinance. This process would also allow the County and the community to determine the best approach to the rewrite of the Ordinance: (1) Do you conduct a comprehensive amendment proces of the existing Ordinance? or (2) Do you develop an entirely new Ordinance to address the needs and wants of the community? This process would also assist in answering another fundamental question of the rewrite process: (1) Do you continue with the Land Use Ordinance containing zoning, subdivision, storm water, and floodplain regulations in one combined ordinance? or (2) Do you develop separate stand alone ordinances for zoning, subdivisions. storm water, floodplains, etc? With several critical questions as to the best approach to the rewrite and the slow down in the land development sector, there is no reason to rush through several text amendments for a band aid approach to updating our Land Use Ordinance. Approval of this item on the agenda would clarify support by the Board of Commissioners for this approach.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 20,2010

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

SUBJECT: Government Center Phone Switch Maintenance

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

ATTACHMENT(S): Contract Control Sheet Amendment to ASIC Master Agreement ASIC Master Agreement ASIC Maintenance Agreement	INFORMATION CONTACT: Carl Lucas
	TELEPHONE NUMBERS: 704-292-2520

DEPARTMENT'S RECOMMENDED ACTION: Approve

BACKGROUND: The maintenance for the Nortel phone system located in the Government Center has been maintained previously by GTE and then Verizon after GTE and Verizon merged. The maintenance agreement with Verizon expired in July of 2010. Frontier has taken over the Verizon area and to date no one from either Frontier or Verizon have tried to negotiate another contract with the County. The maintenance for the phone system had been running approximately \$35,000.00 per year and this is what we budgeted for maintenance for this year. We had requested quoted for maintenance from ASIC, Enterprise Systems and Windstream. ASIC's quote for maintenance came in the lowest (\$15,329.00 per year). ASIC has been performing other maintenance tasks withing the County and their service to date has been quite acceptable. This agreement will auto renew.

FINANCIAL IMPACT:

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

2596

Party/Vendor Name: ASIC

Party/Vendor Contact Person: Bruce Reagan Contact Phone: 704-815-7000

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

Address: 640-B Matthews Mint-Hill Road City: Matthews State: NC Zip: 28105

Department: Information Systems Amount: \$15,329.28/year + \$500 setup fee

Purpose: Maintenance of phone switch on third floor

Budget Code(s)(put comma between multiple codes): 10-542109-5321

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

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

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

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

Department Head's Signature: Carl Lucas Date: 9/24/2010

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

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

Approval by Manager per authorization of Board

Date of Board authorization: Attorney's Signature: Courtney P. Fitch

Approval by Manager subject to authorization by Board Date: 11-30-10

Date Board authorization requested: 10-20-10

Clerk to confirm authorization given

Use Standard Template RISK MANAGEMENT

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

OR See Working Copy OR No Insurance Required Current COI on file

Hold Contract pending receipt of Certificate of Insurance

With incorporation of insurance provisions as shown this document is approved by the Risk Manager: Date: 9/27/10

Risk Manager's Signature: [Signature] Date:

INFORMATION TECHNOLOGY DIRECTOR

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

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

IT Director's Signature Date: Carl Lucas

Date Received: BUDGET AND FINANCE

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

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

Budget Code: Vendor No.: Encumbrance No.:

Notes:

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

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

Finance Director's Signature: Date:

CLERK

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

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

Attorney Information Tech. Director Other:

COUNTY MANAGER

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

County Manager's Signature: Date:

STATE OF NORTH CAROLINA

AMENDMENT

COUNTY OF UNION

This Amendment, made and entered into as of the _____ day of _____, 2010, by and between UNION COUNTY, political subdivision of the State of North Carolina, hereinafter referred to as "Customer," and ASIC LLC, with its principal place of business at 640B Matthews Mint-Hill Road, Matthews, NC, hereinafter referred to "ASIC LLC," shall modify as indicated that agreement between the parties signed by Customer on October 19, 2009 and signed by ASIC LLC on October 26, 2009, hereinafter referred to as the "Agreement."

WITNESSETH:

WHEREAS, the Agreement provides that ASIC LLC will provide Equipment Maintenance Service for the equipment described on the signature page of the Agreement; and

WHEREAS, the Agreement contains a "Master Agreement for Purchase of Equipment and/or Services," hereinafter referred to as the "Master Agreement," a copy of which is attached and incorporated herein by reference as Attachment A; and

WHEREAS, the parties desire to amend the Agreement to add the Maintenance Services described in Attachment B, attached and incorporated herein by reference, which services shall be provided in accordance with the terms and provisions in said attachment as well as in the Master Agreement.

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

1. ASIC LLC shall provide the Maintenance Services described in Attachment B in accordance with the terms and provisions in Attachment B as well as the terms and provisions in the Master Agreement.

2. ASIC LLC agrees that it has had the opportunity to inspect the Equipment described in Attachment B, and that it accepts such Equipment as being in good working order with no need for the repairs described in Section 14(b) of the Master Agreement.

3. Notwithstanding anything in the Master Agreement to the contrary, the initial term for Maintenance Services described in Attachment B shall begin upon the execution of this Amendment by ASIC LLC (the "Effective Date") and shall last for a period of one year from that date. Upon each anniversary of the Effective Date of this Amendment, this term shall automatically renew for successive one year periods, unless

either party gives written notice of an intent not to renew at least thirty (30) days prior to the scheduled renewal date (the anniversary of the Effective Date). Customer's obligation to pay for the Maintenance Services described in Attachment B shall end upon the termination or expiration of the term, including any renewal term, for said services. Notwithstanding anything in the Master Agreement to the contrary, the terms and provisions of the Master Agreement, as amended by this Amendment, shall apply to the Maintenance Services described in Attachment B throughout the initial term and any renewal terms for said services.

4. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.

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

ATTEST:

UNION COUNTY

By: _____

By: _____
County Manager

Date: _____

ATTEST:

ASIC LLC

By: _____

By: _____

Date: _____

APPROVED AS TO LEGAL FORM CPR



MASTER AGREEMENT FOR PURCHASE OF EQUIPMENT AND/OR SERVICES

This Agreement ("Agreement") is made by ASIC LLC with its principal place of business at 640B Matthews Martine Rd, Matthews NC 28105 and Union County Public Library for the purchase of ~~equipment and~~ Services, as defined below* Int. AUG 2015
Union County acting through the ("Customer") Equipment Maintenance

* and as more particularly described on the signature page of this Agreement.

1. Master Agreement: Customer and ASIC LLC have entered into this Agreement to establish mutually agreeable terms and conditions which will govern ~~all Orders (future) for equipment and/or Services as defined herein~~** Subject to Section 2(c), upon any termination of this Agreement, all obligations of the parties, including maintenance commitments, shall continue with respect to Orders accepted by ASIC LLC prior to termination, Int. AUG 2015

** the Equipment Maintenance Services described in this Agreement as well as any future order for Equipment and/or services placed through a written amendment to this Agreement executed by both parties.

2. Definitions -

(a) "Implementation" is defined as (i) with respect to Equipment installed by ASIC LLC, the date on which the Equipment has been installed and is operating substantially in accordance with the manufacturer's specifications, or (ii) with respect to all other Equipment, upon delivery.

(b) "Equipment" is defined as all communications and information systems products purchased from or serviced by ASIC LLC pursuant to an Order. Equipment shall also include Software, as defined in 2(e).

(c) "Order" is defined as ~~any request for Equipment and/or Services placed by Customer pursuant to this Agreement as more fully described in Section 3, a written amendment to this Agreement executed by both parties for Equipment and/or additional services.~~ Int. AUG 2015

(d) "Services" is defined as work performed by ASIC LLC pursuant to this Agreement, including but not limited to the following:

- (i) Warranty and Maintenance Services, (ii) Installation Services, (iii) Electrical Damage Repair Service and/or (iv) Monitoring Services Int. AUG 2015
including the Equipment Maintenance Services described herein

(e) "Software" is defined as any set of one or more computer programs which is composed of routines, subroutines, concepts, processes, algorithms, formulas, ideas, or know-how severally owned by or licensed to ASIC LLC and/or any one or more of its suppliers, regardless of the particular delivery medium in or on which such intangible assets may be embodied. The term Software shall also include any corrections, patches, updates, or revisions to Software originally provided.

(f) "Major Failure" is defined as the failure of the Equipment that substantially interferes with the normal conduct of Customer's business (30% or more of the phones not working).

(g) "Minor Failure" is defined as any failure of the Equipment other than a Major Failure.

(h) "Installation Service" is defined as the on-site activity and minor materials necessary to implement the Equipment. This Service includes terminating the Equipment onto an appropriate pre-installed termination interface, testing for connectivity and making the Equipment ready for programming by Customer or ASIC LLC as may be agreed to in an Order

~~3. Orders - Customer may place Orders for Equipment and/or Services pursuant to this Agreement by any of the following methods: (i) ASIC LLC order form, (ii) telephone order to ASIC LLC for non-engineered move, add, or change work, not to exceed one thousand dollars (\$1,000), (iii) work order placed via web request (www.asicllc.com), (iv) work order placed via email to workorder@asicllc.com, or (v) Customer purchase order or letter of purchase request. Each Order, if confirmed or accepted in writing by ASIC LLC, shall constitute a separate agreement and, except for any provisions herein which are specifically excluded or modified in the Order, each Order shall automatically incorporate therein all the terms and conditions of this Agreement, and any and all standard (such as preprinted or computer-generated) terms and conditions on any Customer order forms or other Customer documents shall be deemed deleted unless specifically agreed in writing by ASIC LLC and Customer. Any Order placed by telephone, customer purchase order, or letter of purchase request may be confirmed in writing by ASIC LLC on a ASIC LLC order form. Such confirmation shall be deemed correct unless ASIC LLC receives written notice to the contrary within ten (10) days of the date of the confirmation.~~

~~If Customer desires ASIC LLC invoices to reference Customer's purchase order number, Customer must include the relevant purchase order number in each Order.~~ Int. AUG 2015

ASIC LLC Master Purchase Agreement

4. Prices and Payment -The total price for the Equipment and Services shall be stated in the applicable Order. Expedited service requested by Customer may involve additional charges. Unless otherwise stated in the applicable Order, Customer's payment is due as follows: (a) Maintenance Service -quarterly in advance, (b) Equipment or other Orders -60% of the Total Equipment Price with Order, 20% at Equipment delivery and 20% at Implementation, (c) Equipment or other Orders - by lease contract - must have approved lease from leasing company before any order is placed or worked, (d) Installation Services -100% upon the satisfactory completion of the Installation Services. Customer shall pay the amounts agreed to and invoiced by ASIC LLC within thirty (30) days of the later of (i) receipt of invoice or (ii) the completion and acceptance of the Equipment and Services under an Order or completion and acceptance of milestones agreed upon in the progress payment schedule, if any, set forth in the Order. ~~The amounts listed in the Order are exclusive of, and Customer shall pay, all related reasonable delivery costs.~~ In the event of a dispute between Customer and ASIC LLC as to the correctness of one or more items appearing on ASIC LLC invoice, Customer may withhold payment of the disputed items only and payment of the remainder shall be made as herein provided. **

Int. AW 6/30

* on the signature page of this Agreement or any

5. Taxes -All charges are exclusive of applicable federal, state or local taxes. Customer agrees to pay to ASIC LLC amounts equal to any taxes resulting from this Agreement or any activities hereunder, exclusive of taxes on ASIC LLC net income. ASIC LLC may add such taxes to invoices submitted to Customer.

Int. AW 6/30

6. Risk of or Damage -All risk of loss or damage shall pass to Customer as to each item of Equipment ~~on~~ the date of delivery ~~of~~ purchased from ASIC LLC

Int. AW 6/30

7. Title -Title to Equipment shall pass to Customer upon payment in full to ASIC LLC of the total price for Equipment/Services in the applicable Order. purchased from ASIC LLC

Int. AW 6/30

8. Non-Payment -Customer understands ASIC LLC may have the right to repossess any and all equipment installed by ASIC LLC if invoice for said equipment is not paid after (90) ninety days and the amount is not in dispute.

Int. AW 6/30

9. Changes in Customer Orders - Changes to an Order may only be made following ~~agreement~~ written agreement of Customer and ASIC LLC to the change. If Customer and ASIC LLC agree to minor changes in the Equipment or Services prior to Implementation, then Customer shall be charged or credited for the changed items. Appropriate documentation may be required so that additions or deletions may be recorded and charges or credits issued. Reasonable restocking charges will be assessed with respect to any stock listed items deleted after the date of shipment and for all deleted non-stock items.

Int. AW 6/30

10. Limited Warranty on Parts. Parts Warranty ("PW") (a) ASIC LLC warrants that at Implementation, and for the duration of the warranty period referred to below, each item of Equipment will function substantially in accordance with the manufacturer's published specifications, provided it is not damaged as set forth in Section 18 and is used according to standard operating instructions issued by the manufacturer or ASIC LLC. Unless otherwise stated in the Order, the warranty period for Equipment installed by ASIC LLC is twelve (12) months from Implementation. In addition, (i) the warranty period for equipment moves, additions and changes shall be the greater of ninety (90) days or the remainder of the current annual service period of the system to which the work is being performed; (ii) if Equipment is purchased without ASIC LLC installation, the warranty period shall be ninety (90) days from the shipment date unless otherwise stated in the Order; and (iii) CERTAIN MISCELLANEOUS EQUIPMENT IS SOLD "AS IS" AND WILL CARRY NO WARRANTY WHATSOEVER FROM ASIC LLC OTHER THAN THE WARRANTY OF TITLE. Any warranty service for "As Is" Equipment will be provided directly by the manufacturer of such Equipment in accordance with the manufacturer's applicable warranty procedures, Such Equipment shall be clearly indicated on the applicable Order as Manufacturer's Direct Warranty Service ("MDWS"). ASIC LLC OFFERS NO MAINTENANCE SERVICE OR WARRANTY FOR THESE PRODUCTS. The warranty period for an item of Equipment will not be enlarged by ASIC LLC repair or replacement thereof, UNLESS OTHERWISE STATED HEREIN OR IN THE APPLICABLE ORDER.

Int. AW 6/30

(b) All warranties extend only to the original purchaser of the Equipment, identified as "Customer," and do not extend to any subsequent purchaser, transferee, user, or assignee of the Equipment, unless prior written consent is obtained from ASIC LLC for the extension of the warranties to such purchaser, user, or assignee.

(c) Limited Warranties do not include installation cost, shipping cost, or reduced service rates. Customer is responsible for installing replacement parts. They may contract ASIC LLC to do this service and normal MAC rates.

11. Warranty Disclaimer - THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), NOT SPECIFIED HEREIN RESPECTING EQUIPMENT FURNISHED OR SERVICES PERFORMED UNDER THIS AGREEMENT, AND ASIC LLC EXPRESSLY DISCLAIMS SAME.

12. Warranty Service - (a) Warranty Service ("WS"): ASIC LLC agrees to provide, except as set forth herein, Warranty Service to keep the Equipment in, or to restore the Equipment to, good working order in compliance with the manufacture specifications. If ASIC LLC is unable to repair defective items, ASIC LLC will replace such items. ~~If neither repair nor replacement are reasonably available to ASIC LLC, then ASIC LLC may elect instead to return the price paid to ASIC LLC for the purchased Equipment, or the one time fee paid for the licensed Software which is in either case defective, as then depreciated based on Customer's depreciation schedule used for federal income tax reporting purposes.~~ Warranty Service includes preventive maintenance based upon the specific needs of individual items of Equipment and unscheduled, on-call remedial maintenance during warranty coverage. Warranty Service will include adjustments and replacement of parts deemed necessary by ASIC LLC. Replacement or additional

Int. AW 6/30

** All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

ASIC LLC Master Purchase Agreement

parts and Equipment may be either new or reconditioned and equivalent to new in performance. Replacement Equipment will be furnished on an exchange basis, and the replaced items become the property of ASIC LLC.

(b) Response Times for Warranty Service for Equipment: ASIC LLC will use reasonable efforts to respond to Customer's request for Warranty Service for a Major Failure within four (4) hours, twenty-four (24) hours a day, seven (7) days a week, from the time ASIC LLC first receives Customer's request. ASIC LLC will complete such Warranty Service as promptly as reasonably practicable. With respect to a Minor Failure, ASIC LLC will use reasonable efforts to respond to Customer's request for Warranty Service during ASIC LLC' regular working hours, Monday through Friday, excluding holidays observed by ASIC LLC, within eight (8) business hours from the time ASIC LLC first receives the Customer's request for Warranty service. ASIC LLC will complete such service as promptly as reasonably practicable.

(c) Depot Warranty Service ("DWS"): ASIC LLC will replace defective Equipment on an exchange basis. Customer agrees to return defective Equipment to ASIC LLC for depot service within ~~three (3) days~~ after receipt of replacement Equipment from ASIC LLC. If ASIC LLC has not received such defective Equipment within ~~ten (10) days~~ after delivery to Customer of the replacement Equipment, Customer agrees to pay for the replacement items. Upon Customer request, ASIC LLC will provide, within ASIC LLC' service areas, on-site service and Customer agrees to bear the cost of all labor ~~and reasonable travel and miscellaneous materials.~~ ^{Int. AWG/DBT}
* ten (10) days ** twenty (20) days

13. Installation - (a) If ordered by Customer and if Customer agrees to pay applicable installation charges, ASIC LLC will provide Installation Services to install the Equipment. Customer agrees to provide, in a timely manner, Customer design information, a suitable installation environment, access, and electrical and communications connections as stated in any applicable ASIC LLC installation manual, or as otherwise specified by ASIC LLC. ASIC LLC will make reasonable efforts to meet the date for installation set forth on the Order, and will notify Customer as soon as practicable of any delay. Customer agrees to notify ASIC LLC as promptly as practicable if Customer requires postponement of any installation. If Customer or Equipment specifications require non-standard wiring or other work, Customer will incur additional installation charges.

(b) Each item of Equipment purchased under this Agreement will be installed as specified by ASIC LLC and the Equipment manufacturer. If the Equipment is ~~not~~ to be installed by ASIC LLC, Customer warrants that all Equipment is to be installed by Customer's manufacturer certified employees at its premises and is not for resale. ^{Int. AWG/DBT}
*** purchased under this Agreement fault of Customer and

(c) If the implementation of any Order is delayed, by ~~no~~ fault of ASIC LLC, for one hundred eighty (180) days or more from the acceptance of the Order by ASIC LLC or ninety (90) days from the original agreed Implementation date, ASIC LLC will have the following options: (i) revise the Total Equipment Price to reflect then current ASIC LLC pricing, (ii) require payment for equipment delivered and Services performed to that time, or (iii) cancel the Order and collect reasonable termination charges (manufacturer's restocking charges plus non-recoverable materials and labor expended and lost margin). ^{Int. AWG/DBT}

14. Maintenance Service - (a) ~~If elected (ordered) by Customer,~~ ^{ASIC warrants AWG} ASIC LLC will provide Maintenance Service for Equipment, pursuant to the terms and conditions herein. ^{Int. AWG/DBT}

**** Listed on the signature page of this Agreement and any applicable Order
(b) The terms and conditions of Sections 12(a) and (b) shall apply to Maintenance Service ("MS"), and those of 12(c) for Depot Maintenance Service ("DMS"). If equipment is not under ASIC LLC Warranty or another ASIC LLC maintenance service agreement at the time Maintenance Service is ordered hereunder, or if additional items are added by Customer or a third party, ASIC LLC will inspect the equipment and perform any necessary repairs at ASIC LLC then current rates for ~~mileage~~, labor, and materials. ~~Reasonable charges for lodging, subsistence, and transportation will apply depending upon Customer's distance from ASIC LLC local service center.~~ ^{Int. AWG/DBT}

(c) Maintenance Service charges ~~will be~~ ^{are} set forth ~~in the~~ applicable Order. Unless otherwise set forth in the Order, the Total Maintenance Charge is an annual charge payable in quarterly installments. ~~If at any time additional Equipment is added to the original Equipment, a new pre-rated charge, computed at ASIC LLC then current rates, will be added to the Total Maintenance Charge to reflect the additional Equipment being serviced, subject to Sections 10(a) and 14(b) above.~~ For multi-year Orders, the Total Monthly Maintenance Charge may be increased ~~annually during the Term of Maintenance Service~~ ^{not to exceed} by an amount no greater than the percentage increase in the Consumer Price Index over the previous year ~~plus 5%.~~ ASIC LLC may adjust the monthly maintenance charge if the equipment is moved to a different location. ~~Customer's payment is due within thirty (30) days of receipt without ASIC LLC's prior approval.~~ ^{Int. AWG/DBT}

**** for each new annual renewal term
(d) For key system maintenance only, there is a minimum charge for seven stations at the agreed rate, even if the key system in question contains fewer than seven stations.

15. Term of Maintenance Service - (a) The term of the Maintenance Service, if elected, shall begin on either (i) the day following the last day of the warranty period for the applicable Order, or (ii) for Equipment not covered by Maintenance Service or a Maintenance Service agreement at the time Maintenance Service is ordered, the day following the completion of the necessary repairs as described in Section 14(b) above. ^{Int. AWG/DBT}

(b) THE INITIAL TERM FOR MAINTENANCE SERVICE SHALL BE TWO (2) YEARS UNLESS OTHERWISE STATED. ON THE ORDER, THE INITIAL TERM SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TERMS OF ONE (1) YEAR EACH AT ASIC LLC THEN CURRENT RATES. EITHER PARTY MAY ELECT NOT TO RENEW MAINTENANCE SERVICE ~~subject to the limits described in Section 14(c)~~ ^{Int. AWG/DBT}

**** ASIC LLC agrees that it has had the opportunity to inspect the Equipment described on the signature page of this Agreement, and that it accepts such Equipment as being in good working order with no need for the repairs described in this subsection.

***** Notwithstanding anything herein to the contrary, the term for the Maintenance Service described on the signature page of this Agreement shall begin upon the execution of this Agreement by ASIC LLC.

ASIC LLC Master Purchase Agreement

SERVICE BY GIVING THE OTHER PARTY WRITTEN NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. *

Int. AW 6/20

16. **Termination of Orders** - Either party may terminate an Order before completion or the end of the agreed term without liability only if the other party fails to perform or observe any material term or condition of this Agreement or the Order and such failure continues un-remedied for a period of thirty (30) days after written notice from the complaining party. Customer acknowledges that maintenance, dedicated technician, monitoring and other ongoing fixed term Service Orders are priced based on a fixed term which may at times be paid in installments. Due to the nature of such Services, it is not possible to calculate loss or damage due to early termination. Customer and ASIC LLC agree that if ASIC LLC terminates any ongoing Service Order because of Customer's default, or if Customer terminates any ongoing Service Order other than on account of ASIC LLC' default, then ASIC LLC shall be entitled to collect seventy percent (70%) of the payments due for the remainder of the term of the Service Order. If Customer terminates any ongoing Service Order because of ASIC LLC default, then ASIC LLC shall refund customer any prepaid amount.

17. **Electrical Damage Repair Service** - (a) WHERE AVAILABLE, AND IF ELECTED BY CUSTOMER, CUSTOMER AGREES TO PAY A PER STATON RATE IN ADDITION TO NORMAL MAINTENANCE RATES DURING THE WARRANTY AND MAINTENANCE PERIODS, AND ASIC LLC WILL EXTEND MAINTENANCE TO COVER REPAIR OR REPLACEMENT OF ALL ASIC LLC PROVIDED BCM & KEY SYSTEM AND BCM & KEY SYSTEM RELATED EQUIPMENT COVERED HEREUNDER WHICH IS DAMAGED BY A LIGHTNING STRIKE OR ELECTRICAL POWER SURGE. THIS SERVICE WILL BE AUTOMATICALLY RENEWED AT THEN CURRENT RATES AS LONG AS A VALID MAINTENANCE ORDER IS IN EFFECT. THIS SERVICE IS ONLY AVAILBLE WITH WARRANTY OR MAINTENANCE SERVICE AND CANNOT BE PURCHASED SEPARATELY.

(b) In all situations involving damage to ASIC LLC provided BCM & Key System or BCM & Key System related Equipment due to lightning or power surges, provided the Electrical Damage Repair Service has been invoked, ASIC LLC' SOLE AND EXCLUSIVE LIABILITY will be repair or replacement of the damaged Equipment with ASIC LLC provided Equipment. In no event will the costs exceed the current market value of the damaged BCM & Key System and BCM & Key System related Equipment provided by ASIC LLC.

(c) All Electrical Damage Repair Service contracts require implementation of electrical protection as may be reasonably specified by ASIC LLC

18. **Warranty and Maintenance Service Exclusions** - ASIC LLC shall respond to any service call requested by Customer; however, Customer acknowledges that Warranty and Maintenance Services do not cover damages to or failure of the Equipment or increases in service time resulting from causes other than defects in or the normal wear and tear of the Equipment including, but not limited to, misuse or negligent operation of the Equipment, accident, theft, unexplained loss, lightning, electrical power surge, fire, flood, wind, acts of God, failure of Customer to maintain a proper operating environment, or repair, relocation or alteration of the Equipment by anyone other than ASIC LLC or its designated agents. Warranty and Maintenance Services do not cover any Customer provided cable or equipment unless stated on the Order or otherwise approved in writing by ASIC LLC. Any site visits or repairs necessitated by any of these excepted causes made by ASIC LLC shall be at the sole expense of Customer, and Customer agrees to bear the cost of all labor and materials at ASIC LLC' then current rates.

19. **Remedies and Damages Limitations** - The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by ASIC LLC, they would have been reflected in an increased price. In contemplation of the price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows:

(a) ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER ASIC LLC, ~~NOR ITS SUPPLIERS OR MANUFACTURERS,~~ NOR CUSTOMER SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON THEORIES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR ASIC LLC OR CUSTOMER HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY ~~DEFAULT OR~~ BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT ASIC LLC' EXPENSE, OR RETURN OF THE AMOUNT PAID IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE, AT ASIC LLC' SOLE ELECTON.

Int. AW 6/20

(b) This limitation of liability applies with equal force and effect to all subsequent Services performed or Equipment provided by ASIC LLC pursuant to an Order.

Int. AW 6/20

~~(c) In the event that a court of competent jurisdiction should hold that the foregoing limitations of liabilities or remedies available, or any portions thereof, are unenforceable for any reason, Customer expressly agrees that under no circumstances shall the total~~

* Notwithstanding anything herein to the contrary, ASIC LLC shall not increase the total maintenance charge for renewal terms without ninety (90) days prior written notice.

ASIC LLC Master Purchase Agreement

~~liability of ASIC LLC to Customer exceed the value of the Equipment or Services provided by ASIC LLC pursuant to the particular Order giving rise to such liability.~~

Int. ALV DBT
Int. ALV DBT

~~(d) ASIC LLC and Customer each agree to waive all rights of subrogation against the other.~~

20. Default by Customer -

a) Upon any default by Customer under this Agreement, including the refusal to accept conforming Equipment or Services, ASIC LLC may exercise all remedies to which ASIC LLC may be entitled at law or in equity, including specific performance. Additionally, ASIC LLC may declare all sums due or to become due hereunder immediately due and payable, and ASIC LLC shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of two percent (2%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. ASIC LLC shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, ASIC LLC may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If ASIC LLC elects to continue performing under any Order, ASIC LLC' actions shall not constitute a waiver of any default by Customer.

b) Upon any default by ASIC LLC under this agreement, Customer may exercise all remedies to which Customer may be entitled at law or equity, including specific performance. Customer shall not be obligated to accept equipment or services if ASIC LLC is in default for any order. If Customer elects to continue receiving Equipment and/or services, such actions shall not constitute a waiver of any default by ASIC LLC.

21. Contingencies -ASIC LLC and Customer shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Customer or ASIC LLC or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver Equipment, governmental action, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

22. Notices -Except as otherwise provided herein, any notices or demands shall be given in writing by hand delivery, receipted delivery service, certified mail, or registered mail, with postage or charges prepaid and addressed as set forth in this Agreement. Such notices shall be deemed to have been given when sent. Addresses may be changed at any time by giving ~~thirty (30) days~~ prior written notice as above.

Int. ALV DBT

23. Patent and Copyright Indemnity -(a) If any Equipment or Software furnished under this Agreement (other than Equipment or Software provided "As Is") infringes any United States patent, trademark, copyright, or trade secret and a claim or suit is brought or threatened against Customer on that account, ASIC LLC agrees to defend or settle any such claim or suit at ASIC LLC' expense. ASIC LLC will also pay all damages and costs that by final judgment are assessed against Customer due to such infringement.

(b) ASIC LLC' obligation as set forth in this Section is expressly conditioned upon the following: (1) that ASIC LLC shall be notified promptly in writing by Customer of any claim or suit of which Customer is aware; (2) that ASIC LLC shall have sole control of the defense or settlement of any claim or suit; (3) that Customer shall cooperate with ASIC LLC in all reasonable ways to facilitate the settlement or defense of any claim or suit; and (4) that the claim or suit does not arise from Customer modifications, or from combinations of Equipment provided by ASIC LLC with equipment provided by Customer or others, or from Customer's use of Equipment other than in accordance with the applicable manufacturer's specifications.

(c) If any Equipment becomes, or in ASIC LLC' opinion, is likely to become the subject of a claim of infringement, ASIC LLC will, at its option: (1) procure for Customer the right to continue using the applicable Equipment; (2) replace the Equipment with a non-infringing Equipment substantially complying with the Equipment's specifications; or (3) modify the Equipment so it becomes non-infringing and performs in a substantially similar manner to the original Equipment.

~~(d) If options (c)(1), (2) or (3) above are not reasonably available to ASIC LLC, then ASIC LLC may elect instead to return the price paid for the purchased Equipment or the one-time fee paid for the licensed Software which is in either case the subject or potential subject of an infringement claim, as then depreciated based on Customer's depreciation schedule used for federal income tax reporting purposes.~~

Int. ALV DBT

ASIC LLC Master Purchase Agreement

24. Miscellaneous Provisions (a) The rights and obligations of either party may not be assigned or delegated without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that ASIC LLC may, without Customer's consent, may subcontract the performance of any of its obligations hereunder.

(b) If any provision or provisions of this Agreement are held 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.

(c) The terms and conditions of this Agreement shall be construed in accordance with the laws of the North Carolina, excluding its conflict of law provisions.

~~(d) Any action pursuant to this Agreement must be commenced within one (1) year after the cause of action has accrued.~~ Int. AW/DBT

(e) This Agreement does not include work with, or in any area containing, any asbestos or other hazardous substances.

(f) Survival- Any obligations of ASIC LLC and Customer, which by their terms would continue beyond the termination, cancellation, or expiration of this Agreement or any Order, shall survive such termination, cancellation or expiration.

~~(g) Confidential- Both parties agree that this Agreement, all existing and future Orders, proposals and quotations are confidential and will not be disclosed without the written consent of other party. *~~ Int. AW/DBT

(h) Non-solicitation -Each shall not employ, or attempt to employ, any of other's current or former employees with whom it has direct contact in connection with the performance of this Agreement. Each shall comply with these conditions throughout the term of this Agreement and for twelve months thereafter. ~~Except as a result of a general solicitation of employment, if either party employs the services of the others employee, then the damage suffered by will be substantial and difficult to prove. Therefore the each agree to pay the other Forty Thousand and no/100 Dollars (\$40,000.00) as liquidated damages.~~ Int. AW/DBT

(i) ASIC LLC agrees to the terms and provisions in Exhibit A attached and incorporated herein by reference. Int. AW/DBT

* Public Records - Notwithstanding anything herein to the contrary, ASIC LLC acknowledges that Customer is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act, and that this Agreement, including all documents incorporated by reference and future Orders, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

EXHIBIT A

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

A. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

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

II. ADDITIONAL INSURANCE REQUIREMENTS

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

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

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

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

C. ASIC LLC shall have no right of recovery or subrogation against Customer (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

- D. Customer shall have no liability with respect to ASIC LLC's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of ASIC LLC .
- E. All certificates of insurance shall be on approved ACORD 25 form and shall provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice. Notwithstanding the notification requirements of the insurer, ASIC LLC hereby agrees to notify Certificate Holder immediately if any policy is cancelled or changed.
- F. The Certificate of Insurance should note in the Description of Operations the following:

Department: LIBRARY
Contract #: 2299

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

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

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

- III. ASIC LLC agrees to protect, defend, indemnify and hold Customer, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of

every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of ASIC LLC , its officers, employees, subcontractors or agents. ASIC LLC further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.



**ASIC Equipment Maintenance Agreement
Union County- No Phone Coverage
August 24, 2010**

Location Name	Union County	Main Number	
Local Contact	Carl Lucas	Contact Number	
Local Address	500 North Main St	Fax	
City, St Zip	Monroe , NC 28112	Email	

System	<u>Norrtel CS1000 M</u>	Software Rel	<u>5.5</u>
QUANTITY	DESCRIPTION	Charge	Charge
	Norstar, BCM, Meridian, Succession		
576	Equipped Terminal Ports	\$ 0.98	\$ 564.48
252	Equipped Trunk Ports (includes T-1)	\$ 0.98	\$ 246.96
	Voice Mail		
16	Voice Mail ports	\$ 13.50	\$ 216.00
	Miscellaneous & Exception		
1	Monitoring	\$ 150.00	\$ 150.00
1	Signalling Server/ Application Server	\$ 100.00	\$ 100.00
			\$ -
			Quarterly \$ 3,832.32
			Annual Fee \$ 15,329.28

Union County:	Agreed to by: _____	ASIC LLC:
	Name: _____	Agreed to by: _____
	Title: _____	Name: _____
	Date: _____	Title: _____
		Date: _____

Maintenance Service will be provided per the terms and conditions of Asic LLC. Master Purchase Agreement. Service coverage will be 7x24 on all equipment listed above. Monitoring requires a \$500 setup fee . Asic LLC. will perform quarterly reviews and adjustments to the contracted ports.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 20, 2010

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

SUBJECT: 12-Mile Creek WWTP NPDES Permit Modification

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

ATTACHMENT(S):
Hazen & Sawyer Task Order 30

INFORMATION CONTACT:
Ed Goscicki

TELEPHONE NUMBERS:
704-296-4212

DEPARTMENT'S RECOMMENDED ACTION: Authorize County Manager to approve Hazen & Sawyer Task Order No. 30 contingent upon Legal review.

BACKGROUND: In recent past, the North Carolina Department of Water Quality (DWQ) has been unwilling to permit additional discharge into 12 Mile Creek primarily due to low dissolved oxygen levels both upstream and downstream of the WWTP discharge. As a result on November 16, 2009, the BOCCs approved Task Order No. 28, which authorizes Hazen & Sawyer to perform an Expansion Alternatives Study for the 12-Mile Creek WWTP that evaluated five different options for the plant expansion. One of the recommended alternatives was to expand the current plant and discharge additional plant effluent into 12-Mile Creek. By using a scoping model (QUAL2E), it was demonstrated that downstream water quality within 12-Mile Creek actually improved with additional treated effluent discharge. Based on the results of the alternatives analysis Public Works requested from DWQ "speculative effluent discharge limits" for flows of 9, 12, and 15 mgd from the 12 Mile Creek WWTP. DWQ issues these limits on September 1, 2010.

The next steps to expand 12-Mile Creek WWTP capacity is to obtain a permit modification for an expanded flow of 12 mgd. 12 MGD is the projected 20 year capacity need in the basin. The attached Task Order No. 30 for Hazen & Sawyer will include preparation of an Environmental Assessment, conduct field services to validate the QUAL2E model as required in DWQ's speculative limits letter, and preparation of an NPDES Permit Modification. This engineering effort is estimated to take approximately 18 months to two years to complete once given the not-to-proceed.

FINANCIAL IMPACT: The total Engineering fee is \$382,940.00 and is broken into two parts:

\$176,550.00 paid as a lump sum for the Field Services and Modeling with the remaining \$206,390.00 as a not-to-exceed based on an hourly rate schedule.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

HAZEN AND SAWYER
Environmental Engineers & Scientists

Hazen and Sawyer, P.C.
4944 Parkway Plaza Blvd.
Suite 375
Charlotte, NC 28217
(704) 357-3150
(704) 357-3152 (Fax)

December 6, 2010

Mr. Scott Huneycutt, P.E.
Assistant Director
Union County Public Works Department
500 North Main Street, Suite 500
Monroe, NC 28112-4730


Re: Task Order No. 30
12-Mile Creek WWTP
NPDES Permit Modification

Dear Mr. Huneycutt:

Please find enclosed two signed originals for the above reference project for execution by the County. If you have any questions, please do not hesitate to call me at (704) 357-3150 or email me at jstruve@hazenandsawyer.com. Again, thanks for allowing Hazen and Sawyer the opportunity to assist the County in this endeavor.

Very truly yours,

HAZEN AND SAWYER, P.C.



James N. Struve, P.E.
Vice President

JNS/ad

Enclosures

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: Hazen and Sawyer
Party/Vendor Contact Person: Jim Struve Contact Phone: 704-357-3150
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: 4944 Parkway Plaza Blvd, Ste 375 City: Charlotte State: NC Zip: 28217
Department: Public Works Amount: \$382,940
Purpose: Task Order #30: 12 Mile Creek WWTP NPDES Permit Modification
Budget Code(s)(put comma between multiple codes): 64-571400-5594-SPOB1
Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable]
TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: _____
If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.
This document has been reviewed and approved by the Department Head as to technical content.
Department Head's Signature: *Paul Gough* Date: 12/20/10

Approval by Board **ATTORNEY** This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No
Approval by Manager (less than \$20,000)
Approval by Manager per authorization of Board
Date of Board authorization: _____ Attorney's Signature: _____
Approval by Manager subject to authorization by Board
Date Board authorization requested: _____ Date: _____
Clerk to confirm authorization given

Use Standard Template **RISK MANAGEMENT**
[Include these coverages: CGL ; Auto ; WC ; Professional ; Property ; Pollution ; Nonprofit ; Technology E&O
OR See Working Copy **OR** No Insurance Required
Hold Contract pending receipt of Certificate of Insurance
With incorporation of insurance provisions as shown, this document is approved by the Risk Manager:
Risk Manager's Signature: _____ Date: _____

INFORMATION TECHNOLOGY DIRECTOR
(Applicable only for hardware/software purchase or related services)
This document has been reviewed and approved by the Information Systems Director as to technical content.
IT Director's Signature Date: _____

Date Received: _____ **BUDGET AND FINANCE**
Yes No -Sufficient funds are available in the proper category to pay for this expenditure.
Yes No -This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.
Budget Code: _____ Vendor No.: _____ Encumbrance No.: _____
Notes: _____
Yes No - A budget amendment is necessary before this agreement is approved.
Yes No - A budget amendment is attached as required for approval of this agreement.
Finance Director's Signature: _____ Date: _____

CLERK
Date Received: _____ Agenda Date: _____ Approved by Board: Yes No at meeting of _____
Signature(s) Required: Board Chairman/County Manager Finance Director Clerk
 Attorney Information Tech. Director Other: _____

COUNTY MANAGER
This document has been reviewed and its approval recommended by the County Manager. Yes No
County Manager's Signature: _____ Date: _____

APPENDIX

Exhibit A

TASK ORDER NUMBER: THIRTY

PROJECT NAME: 12-MILE CREEK WWTP
NPDES PERMIT MODIFICATION

This Task Order pertains to an Agreement by and between UNION COUNTY, ("OWNER"), and Hazen and Sawyer, P.C. ("ENGINEER"), dated January 9, 2003, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

PART 1.0 PROJECT DESCRIPTION:

The Union County Public Works Department owns and operates the 12-Mile Creek Wastewater Treatment Plant (WWTP) located in Waxhaw, NC. The facility treats raw wastewater generated from the Twelve Mile Creek Service Area, and is currently permitted to discharge a maximum month flow of 6 mgd into Twelve Mile Creek – a tributary to the Catawba River Basin. Currently, the 12-Mile Creek WWTP treats an average daily flow of approximately 3.63 mgd with a maximum month flow of 4.75 mgd. The plant's liquid treatment process consists of screening and grit removal, advanced secondary treatment for BOD, nitrogen, and phosphorus removal, secondary clarification, filtration, UV disinfection, and cascade aeration prior to discharge. Solids treatment includes gravity belt thickening and aerobic digestion with final biosolids disposal onto permitted agricultural farmland.

A Comprehensive Water and Wastewater Master Plan (by others) is currently being prepared. This plan will provide recommendations and costing to the County on water and sewer infrastructure requirements to accommodate growth during the next 20 to 30 year planning horizon. It is projected that development will continue to occur within the Twelve Mile Creek Service Area (albeit at a slower rate than previously experienced within the last 10 years) due to available land and its close proximity to the greater Charlotte Metropolitan Area.

Preliminary master planning findings indicate that the 12-Mile Creek WWTP will need to be expanded in the near-term to approximately

9 mgd and in the long-term to approximately 12 mgd. In the recent past, the North Carolina Department of Environment and Natural Resources' (NCDENR's) Division of Water Quality (DWQ) has been unwilling to permit additional discharge into Twelve Mile Creek. Low summer flows and periodic low dissolved oxygen (DO) concentrations have led DWQ to question the ability of Twelve Mile Creek to assimilate additional treated wastewater. However, a scoping model (QUAL2E) developed as part of the recently completed Expansion Alternatives Development Study prepared by Hazen and Sawyer (H&S) demonstrated that downstream water quality within Twelve Mile Creek would actually improve with additional treated effluent discharged from the 12-Mile Creek WWTP. As a result, DWQ issued the County speculative effluent discharge limits for expanded flows of 9, 12, and 15 mgd. DWQ will require validation of the QUAL2E model with additional site specific field data – particularly at the three DO sag points predicted by the model.

The next step required of the County to expand the 12-Mile Creek WWTP is to submit an environmental assessment in accordance with the State Environmental Policy Act (SEPA). This document delineates the impacts (direct, secondary, and cumulative) that can be reasonably expected to occur as a result of construction and operation of the proposed expansion project. If a "Finding Of No Significant Impact" (FONSI) is obtained following regulatory review of the SEPA document, then the County will need to apply to DWQ's NPDES Unit for a permit modification for the requested expanded flow.

Therefore, the purpose of this Task Order is two-fold:

1. Prepare an Environmental Assessment to obtain regulatory approval for the WWTP expansion in accordance with SEPA requirements; and,
2. Prepare and obtain a permit modification from DWQ's NPDES Unit for an expanded flow of 12 mgd.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Hazen and Sawyer will provide services as described below:

Task 1 – Preparation of Environmental Assessment

Prepare and submit an Environmental Assessment (EA) for the expansion of the County's 12-Mile Creek WWTP from 6 mgd to

12 mgd in accordance with the requirements of the North Carolina Environmental Policy Act. Subtasks to include the following:

1.1 Define the Project, Purpose and Need

- The proposed Twelve Mile Creek Service Area, population projections, and wastewater flow projections will be based on the results of the on-going Comprehensive Water and Wastewater Master Plan provided by others.

1.2 Alternatives Analysis

- Qualitatively evaluate the direct impacts of each alternative for the WWTP expansion. These alternatives were previously delineated in the Expansion Alternatives Development Study prepared by H&S and shall include the following:
 - No action (to include individual septic systems or regional package treatment plants)
 - Buy additional Capacity at CMU's McAlpine Creek WWMF
 - Build and Buy Capacity at LCWSD's Indian Land WWTP
 - Partner with LCWSD to Build New WWTP
 - Develop a Non-Conjunctive Reuse System
 - Recommended Alternative – Expand 12-Mile Creek WWTP and Discharge Additional Plant Effluent into Twelve Mile Creek
 - Expand 12-Mile Creek WWTP and Pump Additional Plant Effluent to the Catawba River
- Evaluate existing conditions and potential environmental direct and indirect impacts of the proposed project on water supplies, water resources (both surface water and groundwater), National Wetlands Inventory (NWI) wetland communities, water quality, land use, topography, forestry resources, protected species, aquatic and wildlife habitats, air quality, noise levels, and public, scenic and recreational areas.
- Conduct wetlands surveys and threatened and endangered species field surveys as required for only the recommended alternative (i.e., Expand 12-Mile Creek WWTP and Discharge Additional Plant Effluent to Twelve Mile Creek).

1.3 Prepare Mitigation Plan for Secondary and Cumulative Impacts

- Meet and coordinate with the Planning Departments of the County and with each municipality within the Twelve Mile Creek Service Area (Marvin, Weddington, Waxhaw, Mineral Springs, Wesley Chapel, Stallings and Indian Trail) to collect information on existing mitigation measures such as stormwater management programs, open space policies, land use plans, zoning policies, and other relevant information.
- Summarize existing mitigation measures to prepare a Mitigation Plan. This scope of services does not include preparation and development of new mitigation measures such as new ordinances, programs, or policies.

1.4 Prepare Draft Environmental Assessment

- Prepare the draft EA for submittal of up to 5 copies to the County for review. After consolidation of all County comments, H&S will revise the draft EA and submit for agency review. H&S will prepare up to 20 copies of the draft EA for submittal to State Regulatory Review Agencies.
- Coordinate with State and Federal Regulatory Review Agencies during review and summarize all comments. Coordinate with County to address agency comments and finalize the EA.

1.5 Prepare Final Environmental Assessment

- Prepare Final EA for submittal to State Clearinghouse. H&S will prepare up to 20 copies of the final EA for submittal to State Clearinghouse.
- Assist DWQ in the review or preparation of the draft Finding of No Significant Impact (FONSI), if necessary.

1.6 Meetings

- Attend up to 6 meetings with the County for coordination and review of EA.

- Attend up to 4 meetings with State Regulatory Review Agencies.

Assumptions made in preparing the above EA scope of services and subsequent fee include the following:

- The requirements of the North Carolina Environmental Policy Act will be satisfied by an Environmental Assessment (EA). An Environmental Impact Statement (EIS) will not be required.
- The EA will only address the Twelve Mile Creek Service Area.
- Existing wastewater flow currently being diverted from the Crooked Creek Service Area to the Twelve Mile Creek Service Area will not increase.
- The services of a Qualified Architectural Historian and a Reconnaissance Survey for Historical Architecture or Archaeology will not be required.
- Agency comments on the EA can be addressed using readily available information and will not require additional investigations, studies, or environmental programs.
- Agency review of the EA will proceed according to typical time frames (approximately 4 months) as published by the State Regulatory Review agencies.
- The project scope, service area, or wastewater flows will not be altered during the project.
- SRF loans and/or grants will not be utilized to fund this project.
- Conducting and/or attending public meetings will not be required.
- Performing an environmental justice analysis will not be required.

Task 2 – Preparation of NPDES Permit Modification

Prepare and submit an NPDES permit modification for the expansion of the County's 12-Mile Creek WWTP WTP from 6 mgd to 12 mgd. Subtasks to include the following:

2.1 Prepare Engineering Alternatives Analysis (EAA)

- Revise previously prepared Expansion Alternatives Development Study in accordance with DWQ NPDES Unit Engineering Alternatives Guidance Document.
- Utilize population and wastewater flow projections from the County's on-going Comprehensive Water and Wastewater Master Plan (provided by others) to justify the WWTP's proposed expansion to 12 mgd. Existing and future flows will be segregated into residential, commercial, industrial, and institutional components. Wastewater flows diverted from the Crooked Creek WWTP to the 12-Mile Creek WWTP and from the 12-Mile Creek WWTP to CMU's McAlpine Creek WWMF will be estimated. Allowances for inflow and infiltration and a future industrial reserve will also be considered and accounted for.
- Update costing for each alternative considered in accordance with DWQ NPDES Unit Engineering Alternatives Guidance Document. Costs include capital (land acquisition, equipment, labor, installation, and design) and recurring (operation and maintenance, laboratory, operator and support staff, residual disposal, connection/user fees, permit and compliance fees, and utilities) where applicable. A cost table will be prepared summarizing present worth costs for each alternative.
- Prepare the draft EAA for submittal of up to 5 copies to the County for review. After consolidation of all County comments, H&S will revise the draft EAA and submit to DWQ NPDES Unit for review. H&S will prepare up to 10 copies of the EAA for submittal to DWQ NPDES Unit.
- Attend up to 2 meetings with the County for coordination and review of EAA, and attend up to 2 meetings with DWQ NPDES Unit.

- Coordinate with DWQ NPDES Unit during review and summarize all comments. Coordinate with County to address review comments and finalize the EAA.

2.2 Prepare NPDES Permit Application

- Prepare permit application submittal package utilizing NPDES Form 2A. Efforts will be coordinated with Plant Staff to include most recent plant data including influent and effluent monitoring reports, toxicity tests, priority pollutant scans, etc...
- Develop site map and process flow diagram of liquid and solids treatment trains.
- Review draft permit and summarize County and H&S review comments.

Task 3 – Conduct Field Services to Validate QUAL2E Model

H&S subconsultant, Tetra Tech, will provide field services to collect site-specific data within Twelve Mile Creek for validation/recalibration of the previously developed QUAL2E model. Model simulations will then be performed to hopefully demonstrate that the additional WWTP discharge is a resource to Twelve Mile Creek during low flow summer time periods by increasing instream DO levels.

3.1 Channel Elevation Survey and Reconnaissance

- Conduct an initial reconnaissance of the entire downstream section of Twelve Mile Creek, access permitting. The intent of this reconnaissance is to identify access points, note substantive changes in channel characteristics (stream channel depth, width) and obstacles such as treefall or other debris that may impact the ability to perform DO profiling during the warmer, low flow periods. Information will also be used to select the best location for measuring flow during the summer low flow profiling as described below in Subtask 3.2.
- Conduct a channel slope survey of representative sections of Twelve Mile Creek to support water quality modeling. Surveys will consist of measurements of channel invert elevation and channel width (at water surface) along the channel's longitudinal profile.

Elevation information for each survey point will be relative to adjacent points. Survey will be conducted to confirm representative channel slope of the QUAL2E water quality model reaches, with particular emphasis on segments containing DO sag points and where previous slope determinations exhibit higher variability.

3.2 Dissolved Oxygen Profile Collection

- Collect DO profiles on four separate occasions during summer low flow periods. The purpose of the profiles is to provide real data to compare with previous modeling predictions. The information will help validate predicted DO sag point locations and will be used to help adjust water quality model calibration if needed.
- Collect additional Twelve Mile Creek stream data including: temperature, conductivity, and pH measurements. Representative flow levels downstream of the Union County discharge will be measured at the beginning and end of each profile period at the same stream location. Visual observations of substantive changes in channel characteristics (pool/riffle beginning and end points; changes in depth; width) to help with validating model reach configuration (e.g., assumptions of uniform reach characteristics). Periodic measures of channel width and depth will be done to provide confirmation of model reach assumptions for low flow conditions.

3.3 Model Validation/Recalibration

- Perform model stimulations with the site-specific field data collected to evaluate the previously developed QUAL2E model. Locations of DO sag points will be compared to predicted model locations. Model reach configuration will be adjusted as seemed appropriate to represent measured and observed channel characteristics. Additionally, model flow/velocity assumptions and reaction rates (i.e., reaeration, sediment oxygen demand, and BOD decay) will be adjusted based on best engineering and scientific practices if deemed necessary to improve model predictive capability.

- Attend up to 2 meetings with the County and up to 2 meetings with DWQ. It is recommended that the first meeting with DWQ follow initial field reconnaissance survey to allow DWQ input prior to the subsequent DO profiling. The second meeting would follow completion of the modeling simulations to present the modeling results.
- Deliverables will include the following:
 - Field reports and photographs from stream reconnaissance.
 - Collected stream parameters (dissolved oxygen, temperature, conductivity, and pH) obtained during DO profiling.
 - Final report documenting modeling simulations and findings in accordance with DWQ NPDES permitting requirements.
 - Electronic files of the calibrated model.

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

Services that would be in addition to the Basic Scope of Services described above include:

- Biological Assessment (BA) which may be required by the U.S. Fish and Wildlife Service (USFWS) if threatened or endangered species are encountered.
- Special biological surveys for specific species of concern (e.g., Carolina Heelsplitter and Schweinitz Sunflower).
- In-stream flow study.
- Serving as a consultant or witness for any legal proceeding.
- Other professional services related to this Task Order that are identified and authorized in writing by the County, such as design, bidding services, construction administration, construction management, and operational assistance.

PART 4.0 OWNER'S RESPONSIBILITIES:

1. The County shall authorize H&S to proceed, in writing.
2. The County shall give thorough consideration to all sketches, drawings, maps, and other documents submitted by H&S, and shall inform H&S promptly of any required decisions.

3. The County shall make available all information it has on existing utilities and information available for the facilities.
4. The County shall provide H&S access to the plant site during normal business hours.

PART 5.0 PERIODS OF SERVICE:

The anticipated schedule of deliverables for the project is as follows:

<u>Milestone Description</u>	<u>Tentative Date</u>
Notice-To-Proceed	Dec 2010
Complete Field Services	Sep 2011
Complete Modeling and Report	Jan 2012
Complete Draft EA	Jan 2012
Submit Draft EA for Completeness Review by DWQ	Feb 2012
Submit Draft EA for Agency Review	Apr 2012
Final EA Approval/FONSI to DOA Clearinghouse	Aug 2012
Submit EAA/Permit Modification Application	Sep 2012
EAA/Permit Approval	Dec 2012

PART 6.0 PAYMENT FOR SERVICES:

Hazen and Sawyer shall be compensated for the above Basic Scope of Services as summarized in the Fee Summary Table below. Cost ceiling amounts will be invoiced in accordance with the following H&S rate schedule by employee classification.

<u>Task No.</u>	<u>Task Description</u>	<u>Lump Sum ⁽¹⁾</u>	<u>Cost Ceiling</u>	<u>Total</u>
1	Prepare Environmental Assessment	\$ 0	\$150,120	\$150,120
2	Prepare NPDES Permit Modification	\$ 0	\$ 48,970	\$ 48,970
3	Conduct Field Services/Modeling	\$176,550	\$ 5,000	\$181,550
4	Expenses ⁽²⁾	\$ 0	\$ 2,300	\$ 2,300
TOTALS⁽³⁾		\$176,550	\$206,390	\$382,940

Note: ⁽¹⁾ Lump sum amount for field services to be performed by Tetra Tech. Subconsultant invoices will be passed through to the County with no additional markup.

⁽²⁾ H&S reimbursable project expenses will be billed to Union County at cost. All vehicle mileage will be billed at rates allowed by the Federal Internal Revenue Service, currently at a rate of \$0.50/mile.

(3) Individual service category cost ceiling amounts may be re-apportioned to other service categories by the OWNER as long as the total project cost ceiling amount is not exceeded. Cost ceiling amount will not be exceeded without written authorization from the County.

The following hourly billing rates were used for determining the total project cost ceiling.

<u>Classification of H&S Personnel</u>	<u>Hourly Billing Rate</u>
President	\$175
Senior Associate	\$155
Associate	\$140
Principal Engineer	\$125
Engineer	\$110
Assistant Engineer	\$90
Principal Designer	\$95
Designer	\$85

PART 7.0 OTHER:

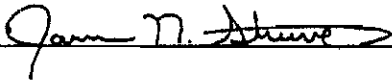
None.

This Task Order is executed this _____ day of _____, 2010.

UNION COUNTY,
NORTH CAROLINA

HAZEN AND SAWYER, P.C.

By: _____

By:  _____

Name: _____

Name: James N. Struve, P.E.

Title: County Manager

Title: Vice President

Address: 500 North Main Street
Suite 500
Monroe, NC 28112

Address: 4944 Parkway Plaza Blvd
Suite 375
Charlotte, NC 28217

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/20/2010

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

SUBJECT: Old Sycamore Package Treatment Plant - Rehabilitation

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
Task Order No. 29

INFORMATION CONTACT:
Ed Goscicki

TELEPHONE NUMBERS:
704-296-4212

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

BACKGROUND: The Old Sycamore Package Treatment Plant serves the Old Scyamore development in northwestern Union County. It was placed in operation around 1996 with a rated capacity of 150,000 gpd. Due to fluctuating levels in the surge and sludge holding tanks, the unequal hydrostatic loadings over time has significantly weakened the common interior wall resulting in failure of its structural members. Additionally, hydrogen sulfide corrosion has compromised the plant's original paint system necessitating surface preparation and recoating. Lastly, the original coarse bubble air diffusers utilized in the treatment process are in need of replacement. It is recommended that the aeration system be replaced with new fine bubble membrane diffusers which will enhance operating efficiency resulting in overall energy savings.

FINANCIAL IMPACT: The total Engineering fee is \$38,430.00 and includes Design, Bidding, Construction Administration and Observation

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

DEPARTMENT
EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2600

Party/Vendor Name: Hazen & Sawyer Task Order No. 29

Party/Vendor Contact Person: Jim Struve Contact Phone: 704-357-3150

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

Address: 4945 Parkway Plaza Blvd, Ste 375 City: Charlotte State: NC Zip: 28217

Department: Public Works Amount: NTE \$38,430

Purpose: Olde Sycamore WWTP Rehabilitation - Design & Construction Services

Budget Code(s)(put comma between multiple codes): 64571400-5594-SP016

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

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

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

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

Department Head's Signature:  Date: 11/29/10

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

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

Approval by Manager per authorization of Board

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

Approval by Manager subject to authorization by Board Date: _____

Date Board authorization requested: _____

Clerk to confirm authorization given _____

Use Standard Template **RISK MANAGEMENT**

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

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

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

Risk Manager's Signature: _____ Date: _____

INFORMATION TECHNOLOGY DIRECTOR

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

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

IT Director's Signature Date: _____

Date Received: _____ **BUDGET AND FINANCE**

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

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

Budget Code: _____ Vendor No.: _____ Encumbrance No.: _____

Notes: _____

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

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

Finance Director's Signature: _____ Date: _____

CLERK

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

Signature(s) Required: Board Chairman/County Manager Finance Director Clerk
 Attorney Information Tech. Director Other: _____

COUNTY MANAGER

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

County Manager's Signature: _____ Date: _____

APPENDIX

Exhibit A

TASK ORDER NUMBER: TWENTY-NINE

PROJECT NAME: OLD SYCAMORE PACKAGE TREATMENT FACILITY
TANK REHABILITATION – DESIGN/CONSTRUCTION
SERVICES

This Task Order pertains to an Agreement by and between UNION COUNTY, ("OWNER"), and Hazen and Sawyer, P.C. ("ENGINEER"), dated January 9, 2003, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

PART 1.0 PROJECT DESCRIPTION:

The Old Sycamore Package Treatment Plant (PTP) serves the Old Sycamore development in west-central Union County. It was placed in operation circa 1996 with a rated capacity of 150,000 gpd. Due to fluctuating levels in the surge and sludge holding tanks, the unequal hydrostatic loadings over-time has significantly weakened the common wall resulting in failure of its structural members. Additionally, hydrogen sulfide corrosion has compromised the PTP's original paint system necessitating surface preparation and recoating. Lastly, the original coarse bubble diffusers are in need of replacement. It is recommended that new fine bubble membrane diffusers be installed which will enhance oxygen transfer efficiency resulting in overall energy savings to the County.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Hazen and Sawyer will provide services as described below:

Task 1 – Design Services

- Provide engineering design services to rehabilitate the common surge/sludge holding tank wall, to surface prepare and recoat select areas of the PTP where the original paint system has been compromised, and to replace existing coarse bubble diffusers with new fine bubble membrane diffusers. Contract documents will be prepared suitable for

informal bidding by local General Contractors. It is anticipated that six (6) drawings will be developed consisting of:

- Cover Sheet
 - General – Bid Form
 - General – Site Plan
 - Mechanical – Diffuser Layout Plan & Section
 - Structural – Tank Rehab Plan
 - Structural – Tank Rehab Sections & Details
- Contract Documents will also include front end bidding sections consisting of: Notice to Bidders, Instructions to Bidders, Proposal, Contract, Bonds, Notice of Award, Notice to Proceed, General Conditions, and Supplementary Conditions.

Task 2 – Bidding and Award Services

- Assist the County in advertising and obtaining informal bids; respond to bidder's questions; and, issue addenda as required to interpret, clarify, and expand the Contract Documents.
- Contract Documents will be distributed to the following local area General Contractors for the purpose of obtaining an informal bid to perform the required work:
 - State Utility Construction
 - Dellinger
 - Kemp Construction
 - Hickory Construction
 - MB Kahn

Task 3 – Construction Management Services

- Office Construction Administration – Review shop drawings, project schedules, and other data submitted for review by the Contractor; respond to Contractor's request for information; prepare and issue any necessary change orders to the contract; make a final inspection of the completed work and issue a Certificate of Substantial Completion and Engineer's Certification; and, upon completion of work, compile and deliver a complete set of as-built drawings.

- Limited Construction Observation – Provide an engineering staff member to witness rehabilitation of the PTP on a periodic basis. Observation services will be limited to 8 hours per week for 10 weeks. The engineering staff member will resolve field issues, develop final punchlist, and coordinate startup and testing.
- Specialty Inspection – Provide the services of a specialty subconsultant (S&ME) to test welded connections of structural members and to observe the surface preparation and application of the specified coating system to ensure conformance to the Contract Documents.

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

Services that would be in addition to the Basic Scope of Services described above include:

- Engineering services beyond the original construction contract completion date. It is expressly understood that overruns of engineering costs (office and field services) beyond County approved time extensions may be reimbursed individually by the Contractor as liquidated damages.
- Extended services related to default of construction contractor and subsequent efforts associated with Surety companies or their contractors.
- Permitting
- Surveying
- Geotechnical

PART 4.0 OWNER'S RESPONSIBILITIES:

1. The County shall authorize Hazen and Sawyer to proceed, in writing.
2. The County shall give thorough consideration to all sketches, drawings, maps, and other documents submitted by Hazen and Sawyer, and shall inform Hazen and Sawyer promptly of any required decisions.

3. The County shall make available all information it has on existing utilities and information available for the facilities.
4. The County shall provide Hazen and Sawyer access to the plant site during normal business hours.

PART 5.0 PERIODS OF SERVICE:

Services shall commence as directed by the County, but shall generally commence in accordance with the terms of the Construction Contract which is estimated at 75 consecutive calendar days from the date of Contractor notice-to-proceed.

PART 6.0 PAYMENT FOR SERVICES:

Hazen and Sawyer shall be compensated for the above Basic Scope of Services on an hourly basis in accordance with the below indicated rate schedule by employee classification.

<u>Task No.</u>	<u>Task Description</u>	<u>Cost Ceiling</u>
1	Design Services	\$ 7,860
2	Bidding and Award Services	\$ 1,120
3	Construction Management Services	\$ 21,240
4	Specialty Subconsultant Services ⁽¹⁾	\$ 7,160
5	Expenses ⁽²⁾	\$ 1,050
TOTAL PROJECT COST CEILING ⁽³⁾		\$ 38,430

Note: ⁽¹⁾ Cost ceiling amount for materials testing during construction to be performed by S&ME. Subconsultant invoices will be passed through to the County with no additional markup.

⁽²⁾ Reimbursable project expenses will be billed to Union County at cost. All vehicle mileage will be billed at rates allowed by the Federal Internal Revenue Service, currently at a rate of \$0.50/mile.

⁽³⁾ Individual service category cost ceiling amounts may be re-apportioned to other service categories by the OWNER as long as the Total Project Cost Ceiling amount is not exceeded. Cost ceiling amount will not be exceeded without written authorization from the County.

The following hourly billing rates were used for determining the total project cost ceiling.

<u>Classification of H&S Personnel</u>	<u>Hourly Billing Rate</u>
Vice President	\$175
Senior Associate	\$155
Associate	\$140
Principal Engineer	\$125
Engineer	\$105
Assistant Engineer	\$85
Principal Designer	\$95
Designer	\$80

PART 7.0 OTHER:

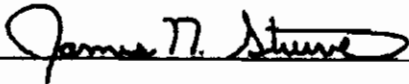
None.

This Task Order is executed this _____ day of _____, 2010.

UNION COUNTY,
NORTH CAROLINA

HAZEN AND SAWYER, P.C.

By: _____

By:  _____

Name: Cynthia Coto

Name: James N. Struve, P.E.

Title: County Manager

Title: Vice President

Address: 500 North Main Street
Suite 500
Monroe, NC 28112

Address: 4944 Parkway Plaza Blvd
Suite 375
Charlotte, NC 28217

ATTACHMENT NO. 1

**Union County
Old Sycamore PTP - Tank Rehabilitation - Design and CM Services
Projected Manhours and Associated Fee**

Task No.	Description	Vice Pres (Hrs)	SR Assoc (Hrs)	Assoc (Hrs)	Princ Eng (Hrs)	Eng (Hrs)	Asst Eng (Hrs)	Designer (Hrs)	H&S Labor (Hrs)	H&S Fee
1	Design Services									
	Prepare Informal Bid Documents	12	8	16				24	60	\$7,860
	Subtotal	12	8	16	0	0	0	24	60	\$7,860
2	Bidding and Award Services									
	Respond to Bidder's RFIs / Issue Addenda			8					8	\$1,120
	Subtotal	0	0	8	0	0	0	0	8	\$1,120
3	Construction Management Services									
	Office CA - Shop Drawing & Submittal Review	2		18	18		10		48	\$5,970
	Office CA - Respond to Contractor's RFIs / Issues RFPs	1		10	9				20	\$2,700
	Office CA - Issue Substantial Completion / Engineer's Certification			6					6	\$840
	Office CA - Prepare As-Built Drawings				2			8	10	\$1,010
	Periodic Observation Services		24		56				80	\$10,720
	Subtotal	3	24	34	85	0	10	8	164	\$21,240
4	Specialty Subconsultant Services									
	S&ME									\$2,400
	S&ME									\$4,760
	Subtotal	0	0	0	0	0	0	0	0	\$7,160
5	Expenses									
	Reproduction									\$150
	H&S Mileage									\$750
	S&ME Mileage									\$300
	Subtotal	0	0	0	0	0	0	0	0	\$1,050
	Total	15	32	58	85	0	10	32	232	\$38,430

<u>Hourly Billing Rate by Classification</u>	<u>(\$/hr)</u>
Vice President	175
Senior Associate	155
Associate	140
Principal Engineer	125
Engineer	105
Assistant Engineer	85
Designer	95
	880

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/20/10

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

SUBJECT: Jesse Helms Park Bridge

DEPARTMENT: Parks & Rec

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:
Wes Baker

TELEPHONE NUMBERS:

704-283-3630

DEPARTMENT'S RECOMMENDED ACTION: Adopt Capital Project Ordinance (CPO) #143 and authorize the County Manager to approve an amendment to CM&E's contract for an additional \$46,776.00, pending legal approval.

BACKGROUND: Stewart Engineering, the original engineer, prepared the project specifications. On May 18, 2009, the Board authorized the replacement of Stewart Engineering with CM&E to prepare the bid documents and to oversee the bridge construction.

The contraction contract was awarded to Blythe Development Company, and they were issued a notice to proceed in May, 2010. The original completion date for the bridge project was November 15, 2010. Construction was nearing completion when a concern regarding the structural integrity with the bridge was observed. Based upon staff's observations and concerns, construction was suspended until the cause of the problem could be identified and a solution found.

A meeting was held on December 7, 2010 with County Staff; Blythe Development, the contractor; Tindall, concrete arch supplier; Stewart Engineering; and CM&E. The third party engineer, H2L, who was retained by the County participated in the meeting via conference call.

Tindall's engineer proposed a solution that is supported by Blythe Development, H2L and CM&E. Tindall is preparing its repair submittal, to be reviewed by CM&E (the County's contract structural engineer), in order that Blythe Development may proceed with "the fix" and completion of the project.

It was agreed by all parties that the repairs would be made to both the north and south sides of the bridge. Staff has requested that Blythe Development propose an extended warranty on the bridge and Blythe Development has agreed. Staff will evaluate their proposal and make a recommendation to the Board in the future.

Since additional work will be required on the part of CM&E to inspect and to oversee the repairs on the bridge as well as additional testing, funds are being requested to pay for these services. Since this work is outside the scope of the original contract, it is not covered in the original funds allocated. Of the money being requested, \$11,607 is for additional oversight on the completion of the original contract (due to the fact that the contractor did not finish within the specified time frame). Of the remainder, \$28,919 is for oversight of the repairs to the bridge and \$6,750 is for materials testing associated with the bridge repair.

It is the intent of the County to recoup any funds expended on this project that were caused by the additional work required because of the problems with the bridge and the delayed completion of the project. The County will pursue any and all remedies to accomplish this including those that are detailed in the contract documents and job specifications. Unfortunately, the County has no choice regarding expenditure of these funds. We must have our own design professional on-site during construction of the repair in order to ensure that it is performed in accordance with approved specifications. To allow the repair to proceed without the County's representative on-site would not appear to be an option.

FINANCIAL IMPACT: \$46,776.00 These funds are not included in the budget, but are available from the capital projects funds budget for Parks & Recreation.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET General Capital Project Ordinance Fund
 FISCAL YEAR FY 2010-11

REQUESTED BY David Cannon and Bill Whitley
 DATE December 20, 2010

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
PR041 - Jesse Helms Park Bridge			
IFT From General Fund	668,720	46,776	715,496
	<u>668,720</u>	<u>46,776</u>	<u>715,496</u>

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Land and Improvements	668,720	46,776	715,496
	<u>668,720</u>	<u>46,776</u>	<u>715,496</u>

EXPLANATION: Appropriate funds from unallocated funds previously transferred from the General Fund to the General CPO Fund to adjust the CPO for the JHP Bridge project.
At the completion of this capital project, all excess funds will be remitted to the "unallocated funds previously transferred from the General Fund" account and this Capital Project Ordinance project will be closed.

DATE: _____

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

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
PR041 - Jesse Helms Park Bridge			
IFT From General Fund 40461374-4010-PR041	668,720	46,776	715,496
	<u>668,720</u>	<u>46,776</u>	<u>715,496</u>

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Land and Improvements 40561374-5570-PR041	668,720	46,776	715,496
	<u>668,720</u>	<u>46,776</u>	<u>715,496</u>

Prepared By bl
 Posted By _____
 Date _____

Number CPO - 143

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

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

SUBJECT: Approval of Emergency Purchase Order

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

ATTACHMENT(S):
E-mail from Cindy Coto to BOCC

INFORMATION CONTACT:
Steve Simpson

TELEPHONE NUMBERS:
704-283-3578

DEPARTMENT'S RECOMMENDED ACTION: BOCC approval needed for manager approval of emergency purchase order. Emergency purchase order needed to replace rusted hot water heater beyond repair in Union County Jail

BACKGROUND:

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

From: Cindy Coto/UnionCounty
To: kimrogers@co.union.nc.us, tracykuehler@co.union.nc.us,
lannyopenshaw@co.union.nc.us, allan@baucomservice.com, parker@ampjr@aol.com
cc: simpson_jerry@msn.com, heels2000@gmail.com, jonathanthomas@carolina.rr.com,
Lynn West/UnionCounty@UnionCounty, Wes Baker/UnionCounty@UnionCounty, Robin
Hunter/UnionCounty@UnionCounty, Nicole P Hatch/UnionCounty@UnionCounty

Date: Tuesday, November 30, 2010 04:51PM
Subject: Emergency Requisition for the Sheriff's Office

Commlsioners,

Yesterday, I approved requisition # 213 - for the Sheriff's Office to Love Plumbing and Air for \$20,000.00 - This is for an emergency replacement of the water heater at the Jail. The present unit is rusted beyond repair and once the unit falls, the Jail will have no hot water.

This item will be presented to the Board for confirmation as a purchase after the fact at your first regularly scheduled meeting in January. Both Finance and Purchasing have approved.

Should you have any questions, please do not hesitate to contact me.

Cindy

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

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

SUBJECT: Budget Amendment - SCAAP Funding

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

ATTACHMENT(S): BA # 12 **INFORMATION CONTACT:**
Steve Simpson, Captain, Executive Officer

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

DEPARTMENT'S RECOMMENDED ACTION: Adopt budget ordinance amendment # 12.

BACKGROUND: This program is administered by the Bureau of Justice in conjunction with the Immigration and Naturalization Service. It is a payment program that provides Federal assistance to States and localities for costs incurred by housing undocumented criminal aliens accused of and/or convicted of State and local crimes and who have been held for a minimum of 72 hours. Once each year application is made to receive funds based on the number of inmates housed. Funds received may be used for specific correctional purposes only and cannot supplant the operating budget. Funds requested will be used for the electronic archiving of inmate medical records and to purchase DVR equipment for the Jail.

FINANCIAL IMPACT: These funds are 100% federal funds. No county funding is required.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

BUDGET AMENDMENT

BUDGET Sheriff's Office REQUESTED BY Eddie Cathey

FISCAL YEAR FY2011 DATE TBD

INCREASE

DECREASE

Description

Description

Operating Expenses 47,788

Federal Revenue 47,788

Explanation: Appropriate additional funds for State Criminal Alien Assistance Program (SCAAP). County was awarded \$67,788.00. The FY 2011 budget contains \$20,000, leaving \$47,788 for additional appropriation. Distribute proceeds equally among professional services and computer equipment

DATE _____

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

FOR POSTING PURPOSES ONLY

DEBIT

CREDIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	
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<u>10-543135-5381</u>	<u>Professional Services</u>	<u>23,894</u>	<u>10-443135-4312</u>	<u>Dept Svc Charges-SCAAP</u>	<u>47,788</u>
-----------------------	------------------------------	---------------	-----------------------	-------------------------------	---------------

<u>10-543135-5265</u>	<u>Office Computer Equip</u>	<u>23,894</u>	_____	_____	_____
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Total 47,788

Total 47,788

Prepared By JLL

Posted By _____

Date _____

Number 12

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: December 20, 2010

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

SUBJECT: Amendment to the 2010-2011 Union County Position Classification and Pay Plan

DEPARTMENT: Personnel

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:
Mark Watson

TELEPHONE NUMBERS:
704-283-3869

DEPARTMENT'S RECOMMENDED ACTION:

1. Amend the Position Classification and Pay Plan to reflect a proposed change in the assigned pay grade for the Director of Communications classification.

Classification: Director of Communications

From: Current Pay Grade: 73

To: Proposed Pay Grade: 78

BACKGROUND:

Summary:

Under Articles II and III of the Union County Personnel Resolution, the Position Classification and Pay Plans are administered and maintained so that they will accurately reflect the duties performed and provide equitable compensation for all positions when considered in relation to each other, general rates of pay for similar employment in the private sector and in other public jurisdictions in the area, changes in cost of living, financial conditions of the County, and other factors. To this end, the County Manager shall, from time to time, make comparative studies of all factors affecting the level of salary ranges and shall recommend to the County Commissioners such changes in salary ranges as appear to be warranted.

The appropriate salary surveys were conducted. The analysis showed that competitive compensation rates were very different not only between rural, suburban, and metro regions, it showed that rates were very different based on the level of emergency communications technology, protocols and quality assurance measures used in a given jurisdiction. It is evident that the field of Emergency Communications has undergone significant changes and is continuing to evolve as technology improves and the demands for service increase.

The Communications Director Interview Panel reviewed and discussed the compensation data and proposed pay range. They endorse the proposed pay grade assignment as necessary for the County to attract and retain the best qualified individual for this position.

Background:

The position of Communications Director has been vacant for the past 12 months during which time an interim director was appointed and recruitment was conducted. The field of Emergency Communications is highly specialized and the labor pool of experienced management is limited.

A panel was appointed by the County Manager to evaluate applicants, conduct interviews, and make recommendations regarding the process and selection of a new director. The panel consisted of 1) the Chief Deputy, 2) the Fire Marshall, 3) the EMS Operations Manager, 4) the President of the Union County Fire Chief's Association, 5) the Personnel Director, and 6) the County Manager.

Initial recruitment efforts and interviews failed to yield a recommendation for a candidate of choice.

The panel reviewed all of the updates and upgrades to technology, radio systems, phone systems, dispatch practices and protocols that have occurred in the past 36 months. They reviewed how those changes impact the requirements of the position and the services provided to public safety agencies in Union County. The conclusion was that Union County no longer operates an emergency communications system in isolation to other municipal and local governments in the region and must select an Emergency Communications Director that has substantial interpersonal skills, management ability, and technical experience specific to emergency communications.

The panel recommended that the County conduct a nationwide recruitment using a professional search firm. The Waters Consulting Group, Inc. was retained. Waters presented the County with several highly qualified candidates. The interview process has concluded and a candidate of choice has been recommended for the County Manager's final consideration.

FINANCIAL IMPACT: No additional funding required for the fiscal year 2010 - 2011.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/20/2010

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

SUBJECT: DJJDP State Grant Funding for FY 2010-2011

DEPARTMENT: JCPC

PUBLIC HEARING: No

ATTACHMENT(S):
DJJDP County Funding Plan
Budget Ordinance Amendment 13

INFORMATION CONTACT:
Jim Bention, Sr.

TELEPHONE NUMBERS:
704-282-0471

DEPARTMENT'S RECOMMENDED ACTION: Adopt Budget Ordinance Amendment #13 and approve revised DJJDP County Funding Plan for FY 2010-2011.

BACKGROUND: The Department of Juvenile Justice and Delinquency Prevention (DJJDP) initially approved funding of \$283,078 for FY 2010-2011 for Union County. These funds were previously approved as part of the FY 2010-2011 Adopted Budget Ordinance. The DJJDP requested a decrease in funding of \$21,418 on October 8, 2010 for a total funding amount of \$261,600 for FY 2010-2011. The DJJDP is currently requesting an increase in funding of \$32,844 for a total funding amount of \$294,504 for FY 2010-2011.

The Juvenile Crime Prevention Council (JCPC) Board of Union County has approved this increase to be used for the following programs: \$7,500 to Shelter Care, \$17,744 to United Family Services, and \$7,600 to JCPC Administration. This will require an increase of funding of \$11,426 and a reallocation of contingency in the amount of \$21,418.

Union County has not approved line-item detail in the past for the JCPC programs; rather, the JCPC Board normally negotiates, approves, and monitors line item detail within the amount of funds allocated to the programs.

FINANCIAL IMPACT: This Budget Amendment requires an increase in state funding. No impact on county funding.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Yearly Total Abatement Report for Motor Vehicles

All Years	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	4,240,775	\$ 27,971.96										
Stallings VFD	690,175	\$ 280.02										
Hemby Bridge VFD	322,960	\$ 160.29										
Wesley Chapel VFD	796,438	\$ 151.76										
Waxhaw VFD	274,800	\$ 67.93										
Springs VFD	237,959	\$ 72.64										
Marvin	34,170	\$ 17.11										
Monroe	414,085	\$ 2,017.45										
Monre Car Fee	0	\$ 220.00										
Wingate	40,090	\$ 156.35										
Marshville	8,356	\$ 31.75										
Waxhaw	119,348	\$ 405.79										
Indian Trail	385,783	\$ 559.80										
Stallings	563,129	\$ 1,210.97										
Weddington	135,090	\$ 40.53										
Lake Park	44,660	\$ 102.72										
Fairview	187,923	\$ 24.62										
Hemby Bridge	3,210	\$ 0.82										
Wesley Chapel	165,353	\$ 26.76										
Unionville	183,188	\$ 36.65										
Mineral Springs	159,744	\$ 40.01										
TOTAL	9,007,236	\$ 33,595.93										

AGENDA ITEM
4/5
MEETING DATE 12/20/10

Yearly Total Abatement Report for Motor Vehicles

All Years	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County													4,240,775	\$ 27,971.96
Stallings VFD													690,175	\$ 280.02
Hemby Bridge VFD													322,960	\$ 160.29
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Unionville													183,188	\$ 36.65
Mineral Springs													159,744	\$ 40.01
TOTAL													9,007,236	\$ 33,595.93

Yearly Total Abatement Report for Motor Vehicles

2010	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	3,195,798	\$ 21,085.48										
Stallings VFD	594,335	\$ 241.11										
Hemby Bridge VFD	235,790	\$ 116.45										
Wesley Chapel VFD	539,848	\$ 103.38										
Waxhaw VFD	211,000	\$ 52.11										
Springs VFD	208,519	\$ 63.63										
Marvin	12,910	\$ 6.48										
Monroe	257,993	\$ 1,277.52										
Monre Car Fee	0	\$ 110.00										
Wingate	36,820	\$ 143.60										
Marshville	2,896	\$ 11.00										
Waxhaw	119,348	\$ 405.79										
Indian Trail	221,803	\$ 322.00										
Stallings	530,409	\$ 1,140.61										
Weddington	101,423	\$ 30.43										
Lake Park	19,670	\$ 45.24										
Fairview	187,923	\$ 24.62										
Hemby Bridge	3,210	\$ 0.82										
Wesley Chapel	117,493	\$ 19.40										
Unionville	86,158	\$ 17.25										
Mineral Springs	137,064	\$ 34.34										
TOTAL	6,820,410	\$ 25,251.26										

Yearly Total Abatement Report for Motor Vehicles

2010	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County													3,195,798	\$ 21,085.48
Stallings VFD													594,335	\$ 241.11
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TOTAL													6,820,410	\$ 25,251.26

Yearly Total Abatement Report for Motor Vehicles

2009	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	1,019,627	\$ 6,717.91										
Stallings VFD	95,840	\$ 38.91										
Hemby Bridge VFD	87,170	\$ 42.97										
Wesley Chapel VFD	256,590	\$ 48.38										
Waxhaw VFD	63,800	\$ 15.82										
Springs VFD	29,440	\$ 9.01										
Marvin	21,260	\$ 10.63										
Monroe	154,702	\$ 733.05										
Monroe Car Fee	0	\$ 105.00										
Wingate	3,270	\$ 12.75										
Marshville	5,460	\$ 20.75										
Waxhaw	0	\$ -										
Indian Trail	162,210	\$ 235.23										
Stallings	32,720	\$ 70.36										
Weddington	33,667	\$ 10.10										
Lake Park	24,990	\$ 57.48										
Fairview	0	\$ -										
Hemby Bridge	0	\$ -										
Wesley Chapel	47,860	\$ 7.36										
Unionville	74,840	\$ 14.96										
Mineral Springs	22,680	\$ 5.67										
TOTAL	2,136,126	\$ 8,156.34										

Yearly Total Abatement Report for Motor Vehicles

2009	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County													1,019,627	\$ 6,717.91
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Weddington													33,667	\$ 10.10
Lake Park													24,990	\$ 57.48
Fairview													0	\$ -
Hemby Bridge													0	\$ -
Wesley Chapel													47,860	\$ 7.36
Unionville													74,840	\$ 14.96
Mineral Springs													22,680	\$ 5.67
TOTAL													2,136,126	\$ 8,156.34

Yearly Total Abatement Report for Motor Vehicles

2008	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	25,350	\$ 168.57										
Stallings VFD	0	\$ -										
Hemby Bridge VFD	0	\$ 0.87										
Wesley Chapel VFD	0	\$ -										
Waxhaw VFD	0	\$ -										
Springs VFD	0	\$ -										
Marvin	0	\$ -										
Monroe	1,390	\$ 6.88										
Monroe Car Fee	0	\$ 5.00										
Wingate	0	\$ -										
Marshville	0	\$ -										
Waxhaw	0	\$ -										
Indian Trail	1,770	\$ 2.57										
Stallings	0	\$ -										
Weddington	0	\$ -										
Lake Park	0	\$ -										
Fairview	0	\$ -										
Hemby Bridge	0	\$ -										
Wesley Chapel	0	\$ -										
Unionville	22,190	\$ 4.44										
Mineral Springs	0	\$ -										
TOTAL	50,700	\$ 188.33										

Yearly Total Abatement Report for Motor Vehicles

2008	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County													25,350	\$ 168.57
Stallings VFD													0	\$ -
Hemby Bridge VFD													0	\$ 0.87
Wesley Chapel VFD													0	\$ -
Waxhaw VFD													0	\$ -
Springs VFD													0	\$ -
Marvin													0	\$ -
Monroe													1,390	\$ 6.88
Monroe Car Fee													0	\$ 5.00
Wingate													0	\$ -
Marshville													0	\$ -
Waxhaw													0	\$ -
Indian Trail													1,770	\$ 2.57
Stallings													0	\$ -
Weddington													0	\$ -
Lake Park													0	\$ -
Fairview													0	\$ -
Hemby Bridge													0	\$ -
Wesley Chapel													0	\$ -
Unionville													22,190	\$ 4.44
Mineral Springs													0	\$ -
TOTAL													50,700	\$ 188.33

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/20/10

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

SUBJECT: Wesley Chapel Volunteer Fire Department (Station #26)
Sewer Capacity Allocation

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

ATTACHMENT(S): **INFORMATION CONTACT:**
Cindy Coto
Ed Goscicki
Jeff Crook

TELEPHONE NUMBERS:

704-292-2625

704-296-4212

704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Request the Sewer Allocation of 360 gallons per day (gpd) to the Wesley Chapel Fire Station #26 facility expansion and include in the Sewer Allocation Policy adopted by the County Commissioners on September 17, 2007. The project is located on 315 South Waxhaw-Indian Trail Road.

Adopt the applicable Budget Amendment associated with the request of fee waiver.

BACKGROUND: As described in section 7.1 of the Sewer Allocation Policy, "Subject to approval by the Board of County Commissioners, additional capacity at treatment facilities, if available, may be allocated to other Government Facilities."

Exhibit 6 of the Sewer Allocation Policy allocates 20,600 gpd spread among five (5) governmental facilities. At this time only one project (Fire Station 18 in Waxhaw) has been constructed utilizing its allocation. A second project (Waxhaw Regional Library) remains in the planning process with expectations of site plan submittals in the near future. The remaining projects have been delayed indefinitely creating a small amount of sewer capacity.

The Wesley Chapel Fire Department is currently provided sewer service through an onsite septic system. After consulting with Union County's Environmental Department concerning their proposed expansion, it was determined that the existing septic system could not accommodate the expected sewer discharge nor was the land area large enough to expand the septic tank.

Through the Fire Station's expansion efforts an adjacent parcel of land was acquired to accommodate the facility expansion. This revised parcel now provides access to Union County's sewer system via an existing sewer main extended from Conaway Court. Service through UCPW's system provides the most viable solution to accommodate the facility expansion. Engineering calculations based on the NCDWQ wastewater design flow rates establish 360 gpd as the projected flow.

Wesley Chapel VFD has requested a "waiver" of fees in connection with the expansion of its facility. Under the County's revenue bond trust indenture, the utility is prohibited from providing free services and the County has extended the utility requirement with regard to "no free services" to other County service fees. The County has elected in the past to pay required fees on behalf of certain organizations, most notably VFD's.

The estimated fees in connection with the Wesley Chapel VFD construction project is \$25,225 relating to utility connections fees. Staff's recommendation is to appropriate the funds from contingency to the Fire Services budget for payment of these required fees.

FINANCIAL IMPACT: \$25,225

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Amendment to
Policy for Allocating Wastewater Treatment Capacity

1. Amend Exhibit 6 by adding "Fire Station (Wesley Chapel)" as a new Government Facility with total gallons per day of 340.
2. Amend Exhibit 6 by reducing the gallons per day for "Public Works Operations Center" by 340, from 5,000 to 4,660.
3. Exhibit 6, as so amended, reads as indicated on the Attachment, incorporated herein by reference.
4. Except as herein amended, the Policy for Allocating Wastewater Treatment Capacity shall remain in full force and effect.

Amended this the 21st day of June, 2010.

**Exhibit 6
Twelve Mile and Crooked Creek
Government Facilities**

TREATMENT FACILITY	PROJECT	Lots	GPD	TOTAL GPD
12 Mile Creek	EOC/E911	1	5,000	20,600
	SW Regional Library (Weddington)	1	5,000	
	Waxhaw Regional Library	1	5,000	
	Fire Station (Wesley Chapel)	1	340	
	Public Works Operations Center	1	4,860	
	Fire Station 18 (Waxhaw)	1	600	
Crooked Creek	None	-	-	-
				20,600

Village of Wesley Chapel

July 14th, 2010

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

RE: Wesley Chapel Fire & Rescue Request for Sewer Allocation

Dear Commissioners,

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

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

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

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

Village of Wesley Chapel

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

Thank you in advance for your consideration.

Regards,



Mayor Brad Horvath on behalf of the Wesley Chapel Village Council

NOTE: ALL PUBLIC UTILITIES TO BE LOCATED AND DEPTH TO BE VERIFIED BY THE CONTRACTOR.

LOCATION	BOTTOM ELEVATION	TOP ELEVATION	TOP DELIVERY	BOTTOM ELEVATION	DEPTH (FEET)
CONCRETE #1	425.00	430.00	425.00	425.00	5.00
CONCRETE #2	425.00	430.00	425.00	425.00	5.00
CONCRETE #3	425.00	430.00	425.00	425.00	5.00
CONCRETE #4	425.00	430.00	425.00	425.00	5.00
CONCRETE #5	425.00	430.00	425.00	425.00	5.00
CONCRETE #6	425.00	430.00	425.00	425.00	5.00
CONCRETE #7	425.00	430.00	425.00	425.00	5.00
CONCRETE #8	425.00	430.00	425.00	425.00	5.00
CONCRETE #9	425.00	430.00	425.00	425.00	5.00
CONCRETE #10	425.00	430.00	425.00	425.00	5.00

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

1. ALL THE NEAREST CONNECTION SHALL BE PROVIDED A CLEAR SPACE OF 10' MIN. UNLESS OTHERWISE NOTED.
2. ALL THE NEAREST CONNECTION SHALL BE 12" MIN. UNLESS OTHERWISE NOTED.
3. ALL THE NEAREST CONNECTION SHALL BE 12" MIN. UNLESS OTHERWISE NOTED.
4. ALL THE NEAREST CONNECTION SHALL BE 12" MIN. UNLESS OTHERWISE NOTED.

SANITARY SEWER NOTES:

1. CONTRACTOR TO VERIFY ALL EXISTING SANITARY SEWER AND TO BE 10' MIN. UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO VERIFY ALL EXISTING SANITARY SEWER AND TO BE 10' MIN. UNLESS OTHERWISE NOTED.
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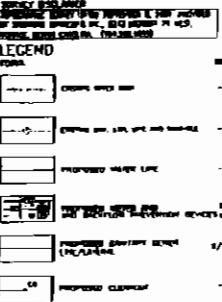
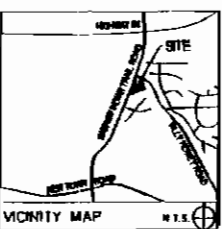
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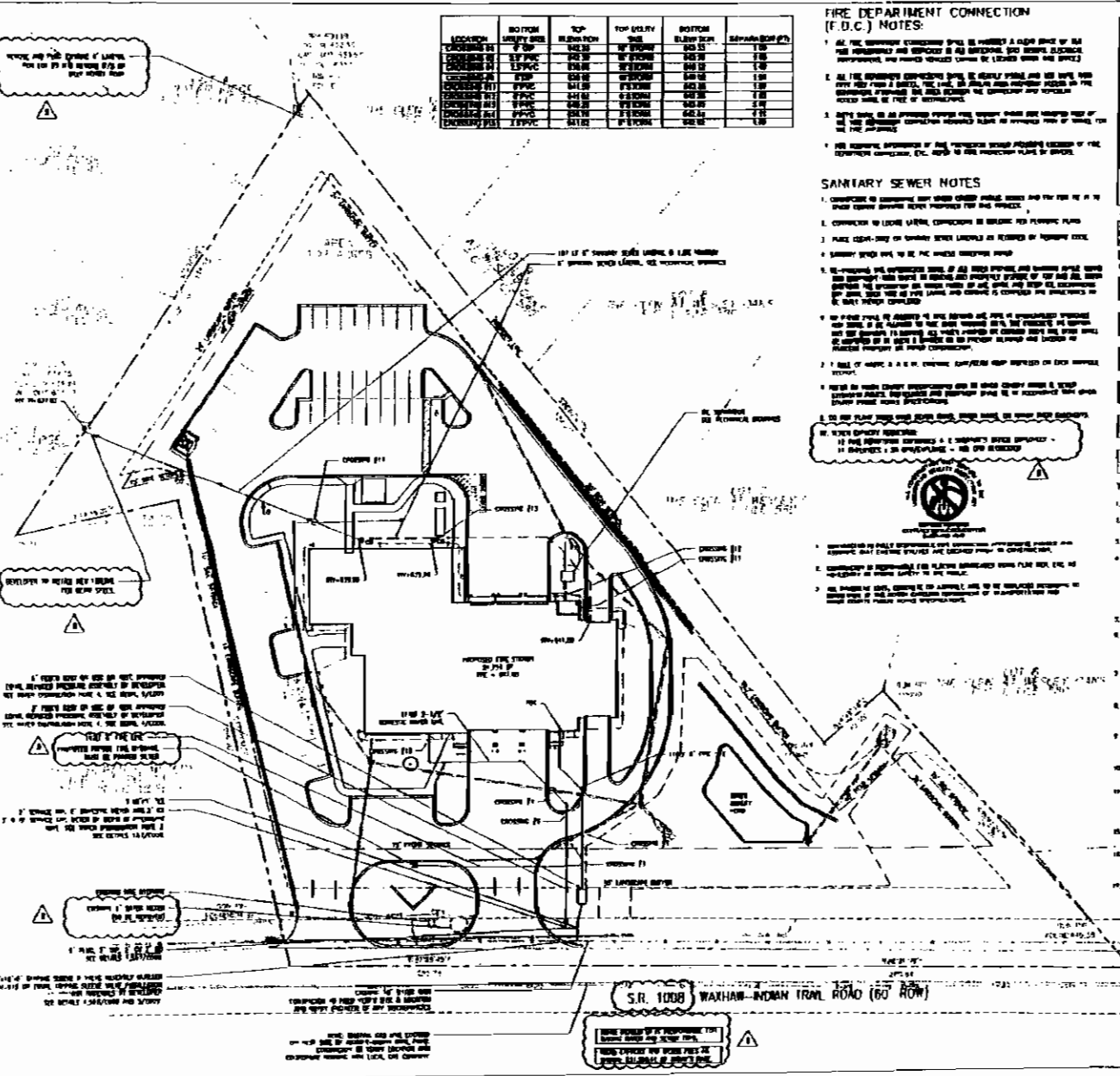
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WATER DISTRIBUTION NOTES:

1. ALL THE NEAREST CONNECTION SHALL BE PROVIDED A CLEAR SPACE OF 10' MIN. UNLESS OTHERWISE NOTED.
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Gamer & Brown Architects PA

1718 East Boulevard
Charlotte, NC 28203
704.375.1001 Fax 704.375.2331

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CONTRACT

PERIGON
111 Madison Ave, Suite 1100
New York, NY 10017
212.691.1000

WESLEY CHAPEL VFD FIRE STATION NO. 26

315 WAXHAM-INDIAN TRAIL ROAD
Wesley Chapel
North Carolina

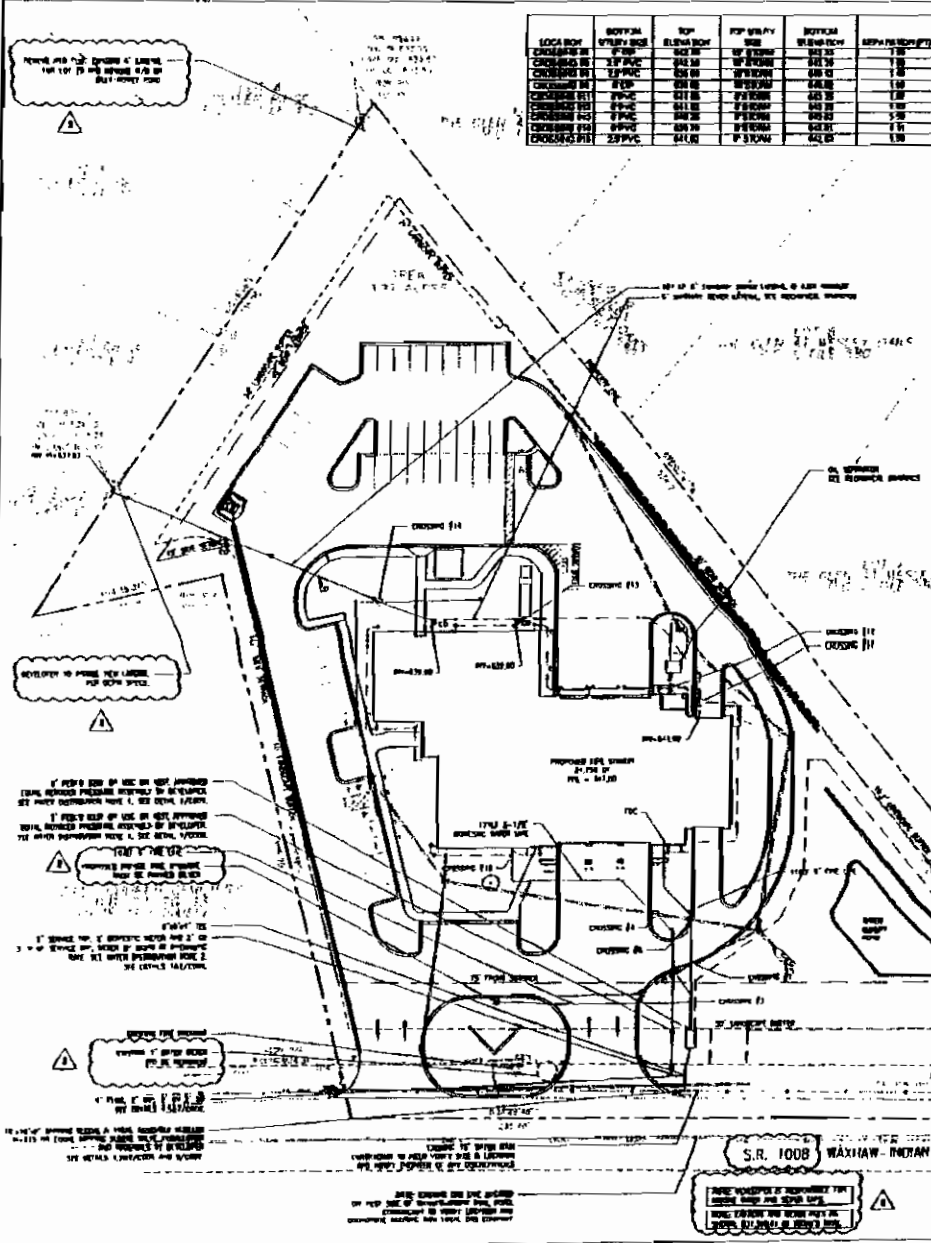
REVISED
REV 1 - APPROVED FOR CONSTRUCTION
REV 2 - VARIANCE APPROVED
REV 3 - SCPP COMMENTS

Project Number 109329
Date June 7, 2010
Drawn by: JYK
Checked by: JTL

Utility Plan



C-007



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

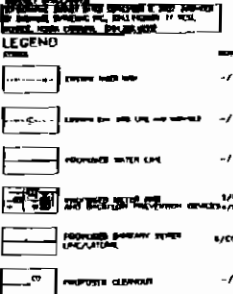
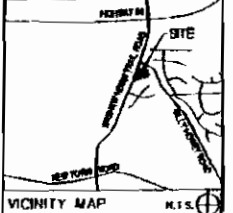
1. ALL THE DEPARTMENT CONNECTIONS SHALL BE PROVIDED A CLEAR SPACE OF 10 FEET MINIMUM AND EXTENDING TO ALL ADJACENT SIDE WALLS, EXCEPT WHERE THE DEPARTMENT CONNECTION IS LOCATED AGAINST THE WALL.
2. ALL THE DEPARTMENT CONNECTIONS SHALL BE INSTALLED WITHIN THE FIRE DEPARTMENT CONNECTION TRENCH. THE TRENCH IS TO BE INSTALLED WITHIN THE FIRE DEPARTMENT CONNECTION TRENCH. THE TRENCH IS TO BE INSTALLED WITHIN THE FIRE DEPARTMENT CONNECTION TRENCH.
3. THE TRENCH SHALL BE 18" DEEP AND 18" WIDE. THE TRENCH SHALL BE INSTALLED WITHIN THE FIRE DEPARTMENT CONNECTION TRENCH. THE TRENCH IS TO BE INSTALLED WITHIN THE FIRE DEPARTMENT CONNECTION TRENCH.
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WATER DISTRIBUTION NOTES:

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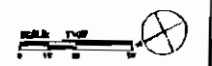
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WESLEY CHAPEL VFD FIRE STATION NO. 26
 315 WAXHAW - INDIAN TRAIL ROAD
 Wesley Chapel
 North Carolina

Project Number: 109370
 Date: June 7, 2010
 Drawn by: JWG
 Checked by: JIL

Utility Plan



C-007