



AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, May 18, 2009
7:00 P.M.
Board Room, First Floor
Union County Government Center
500 North Main Street
Monroe, North Carolina

www.co.union.nc.us

6:30 P.M. - Closed Session

1. **Opening of Meeting**
 - a. Invocation
 - b. Pledge of Allegiance - Bill Howie, Recipient of HonorAir Program Trip to War World II Memorial in Washington, DC
2. **Comments by Bill Howie Regarding HonorAir Program Trip to War World II Memorial in Washington, DC** (*Estimated Time: 5 Minutes)
3. **Informal Comments**
4. **Additions, Deletions and/or Adoption of Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Adoption of Agenda
5. **Consent Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Approve items listed on the Consent Agenda
6. **Public Information Officer's Comments** (*Estimated Time: 10 Minutes)

Old Business:

7. **Jesse Helms Park Bridge** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: 1) Approve bidding the Bridge project at Jesse Helms Park for consideration of award by the Board of Commissioners upon receipt of bids, 2) terminate the agreement with Stewart Engineering for design services, bidding services and construction administration, 3) adopt a Resolution waiving RFQ requirement; and 4) Authorize Manager to approve agreement with Capital Management and Engineering (CME) for bidding services and construction administration (if bids are awarded) contingent upon legal review

*Estimated Times Only

8. **Renewal and Amendment of Union EMS Agreement** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Authorize County Manager to approve Renewal and Amendment Agreement pending legal review
9. **Letter of Understanding - Clerk of Superior Court for the Destruction/Disposal of Non-Confidential Court Records, as Designated by the Clerk of Superior Court** (from May 4, 2009, agenda) (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Authorize Manager to approve Agreement pending legal review

New Business:

10. **Installment Financing Contract - Emergency Radio Communication**
ACTION REQUESTED: Adopt Resolution Approving An Installment Financing Contract to Provide for the Acquisition and Construction of Certain Equipment and Related Facilities Set Forth Therein
11. **2009 Refunding Bonds**
ACTION REQUESTED: 1) Adopt a Resolution Making Certain Statements of Fact Concerning Proposed Bond Issue; 2) Introduce and Adopt Bond Order Authorizing the Issuance of Not to Exceed \$45,000,000 General Obligation Refunding Bonds; and 3) Adopt a Resolution Providing for the Issuance of Not to Exceed \$45,000,000 General Obligation Refunding Bonds, Series 2009C
12. **Energy Efficiency and Conservation Block Grant** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: 1) Authorize application for \$751,800 from the Energy Efficiency and Conservation Block Grant; 2) to authorize the County Manager to contract with Centralina Council of Governments to prepare the EECBG application, and 3) to authorize the County Manager to contract with the Centralina Council of Governments to prepare the EECBG Strategy Plan.
13. **Community Development Block Grant - Scattered Sites Housing**
ACTION REQUESTED: To assign responsibility for receiving the grant to the City of Monroe as the lead entity for Union County, and to authorize the Manager to appoint a staff member to represent the unincorporated area of Union County on a committee coordinating the project.
14. **Consideration to Schedule a Comprehensive Plan Workshop** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Acceptance of the draft Plan and consideration of a workshop with Planning Board
15. **Carolina Thread Trail Master Plan Development** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Approve resolution of support and direct staff to coordinate with Union County municipalities for a Planning Grant for the Carolina Thread Trail Program

16. **Presentation of County Manager's Recommended Budget for 2009-2010**
(*Estimated Time: 15 Minutes)
ACTION REQUESTED: Receive presentation
17. **Solid Hiring Freeze Pending Adoption of Budget**
ACTION REQUESTED: Consider imposition of solid hiring freeze pending adoption of budget
18. **Update from Manager Regarding Hiring in Departments that Were Subject to Reduction in Force**
ACTION REQUESTED: Receive information from Manager
19. **Direct Manager to Run Line Item Budgets Through Finance Subcommittee Prior to Meeting with The Board of Commissioners on Budget**
ACTION REQUESTED: Direction to Manager
20. **Direct Manager to Bring Listing of All Renewable Contracts to Board for Approval at Least Two Months Prior to Notification of Renewal**
ACTION REQUESTED: Direction to staff
21. **Announcements of Vacancies on Boards and Committees** (*Estimated Time: 5 Minutes)
 - a. Adult Care Home Advisory Committee (3 Vacancies)
 - b. Agricultural Advisory Board (3 Vacancies as of June 2009)
 - c. Nursing Home Advisory Committee (2 Vacancies)
 - d. Region F Aging Advisory Committee (Vacancies for 3 Regular Members and 1 Alternate Member as of June 30, 2009)
 - e. South Piedmont Community College Board of Trustees (1 Vacancy as of June 30, 2009)
 - f. Jury Commission (1 Vacancy as of June 2009)
 - g. Parks and Recreation Advisory Committee (1 Vacancy for Unexpired Term Ending February 2010)**ACTION REQUESTED:** Announce vacancies
22. **Appointment of Commissioner as a Non-Voting Chairperson and Meeting Leader for Union County Commissioner Governance Advisory Committee**
ACTION REQUESTED: Appoint a Commissioner to serve as a non-voting Chairperson and meeting leader for the Committee
23. **Manager's Comments**
24. **Commissioners' Comments**

CONSENT AGENDA
May 18, 2009

1. **Minutes**
ACTION REQUESTED: Approval

2. **Contracts/Purchase Orders Over \$20,000**
 - a. Computronix USA, Inc. - Software Agreement Renewal for Inspections Department's POSSE Software
ACTION REQUESTED: Authorize Manager to approve agreement pending legal review

3. **Tax Administrator**
 - a. Eleventh Motor Vehicle Billing in the Grand Total Amount of \$1,140,141.87
 - b. Tenth Motor Vehicle Release Register for the Period of April 1, 2009 - April 30, 2009, in the Net Grand Total of \$8,936.90-
 - c. Tenth Motor Vehicle Refund Register for the Period of April 1, 2009 - April 30, 2009, in the Net Grand Total of \$2,219.66-**ACTION REQUESTED:** Approve a-c

4. **Interlocal Agreement with Town of Hemby Bridge**
ACTION REQUESTED: Approve interlocal agreement with Town of Hemby Bridge affirming County's duty to administer and enforce the floodplain provisions of the Union County Land Use Ordinance within Hemby Bridge municipal limits, - and authorize the County Manager to make minor revisions to the agreement, as necessary, following final legal review.

5. **Extension of Charlotte Area Transit System (CATS) Agreement**
ACTION REQUESTED: Authorize Manager to approve amendment pending legal review

6. **Finance - Motor Vehicle Tax Refund Overpayments for April 2009 in the Amount of \$5,127.23**
ACTION REQUESTED: Approve overpayments in the amount of \$5,127.23

7. **Union County Public Schools - Sun Valley Middle School Renovations**
ACTION REQUESTED: Adopt Capital Project Ordinance Number 117

8. **Department of Social Services - Crisis Intervention Program**
 - a. Budget Amendment #31 to Appropriate Additional Funding in the Amount of \$25,000 in Crisis Intervention Program Funded with Federal Monies
ACTION REQUESTED: Adopt Budget Amendment #31

9. **Juvenile Crime Prevention Council (JCPC) Certification**
ACTION REQUESTED: Approve Certification for Fiscal Year 2010

Information Only
No Action Requested

1. Personnel Monthly Report for April 2009
2. Department of Inspection Monthly Report for April 2009



OFFICE OF THE COMMISSIONERS AND MANAGER

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

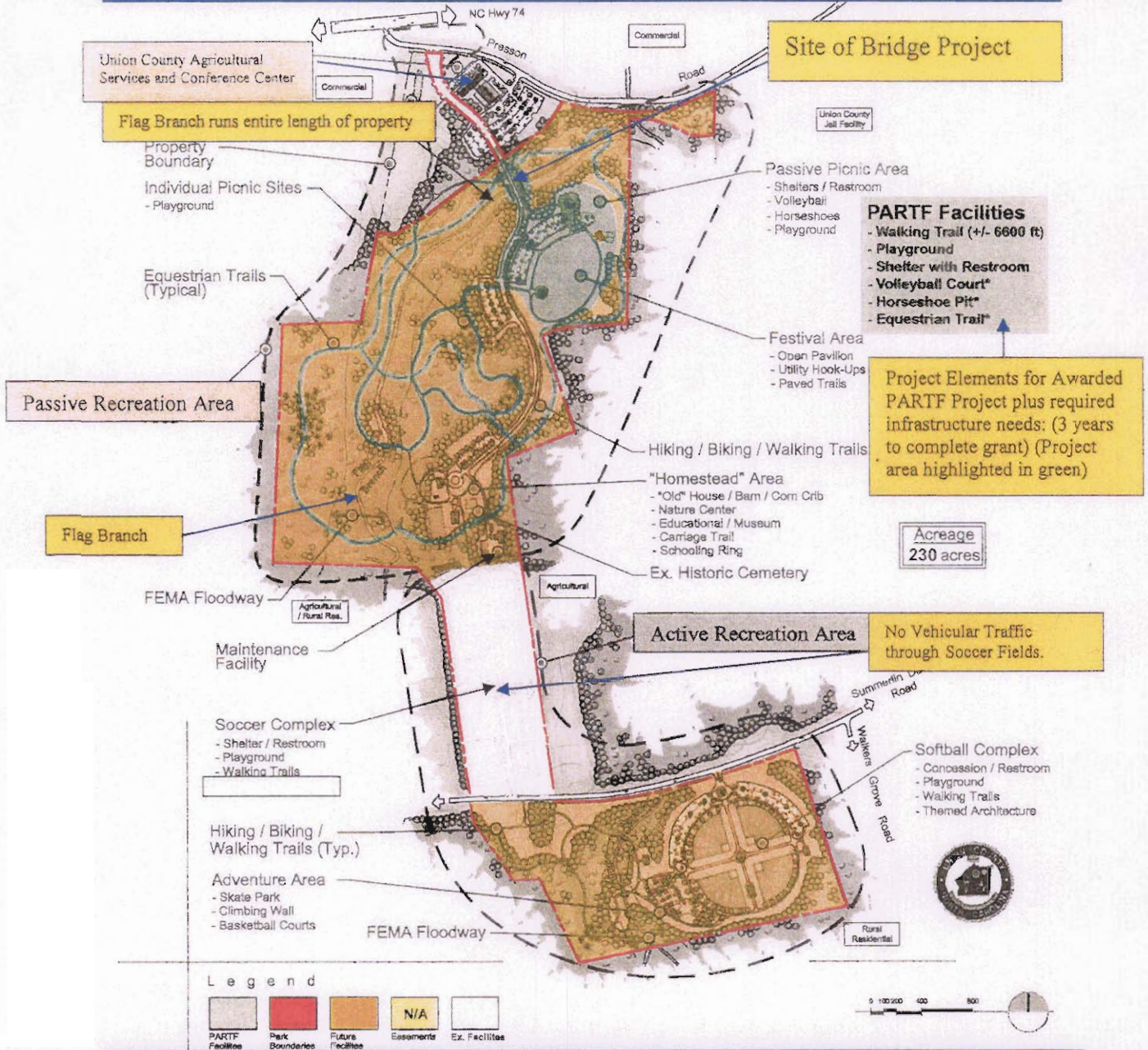
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a special meeting on Monday, May 18, 2009, 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 discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations in accordance with G.S. § 143-318.11(a)(4).

Lanny Openshaw

Lanny Openshaw, Chairman
Union County Board of Commissioners

2008 PARTF SITE PLAN FOR JESSE HELMS PARK (PASSIVE AREA) PHASE II UNION COUNTY, NORTH CAROLINA



JESSE HELMS PARK 2008 PARTF MAP WITH LOCATION OF PROPOSED BRIDGE PROJECT.

North Carolina Department of Transportation
Preliminary Estimate

TIP No.: Jesse Helms Park

Final

County: Union

Date: 22-Apr-09

Between:

CONSTR. COST

Typical Section: Two 11' lanes w/ 10' multi use trail

\$520,200

Cost Estimate utilizing CONSPAN at Crossing

Prepared By: Stewart Engineering

Requested By:

Priced By:

Line Item	Des	Sec No.	Description	Quantity	Unit	Price	Amount
			Clearing and Grubbing	0.50	Acre	\$ 20,000.00	\$ 10,000.00
			Excavation	313	CY	\$ 7.00	\$ 2,190.00
			Rock Excavation	40	CY	\$ 100.00	\$ 3,990.00
			Embankment	10,000	CY	\$ 5.00	\$ 50,000.00
			Silt Fence	775	LF	\$ 2.50	\$ 1,940.00
			Tree Protection/Safety Fence	400	LF	\$ 2.50	\$ 1,000.00
			Removal of Existing C&G	75	LF	\$ 5.50	\$ 410.00
			Removal of Existing Asphalt	225	SY	\$ 3.00	\$ 675.00
			Milling Asphalt Pavement, 2" Depth	120	SY	\$ 3.00	\$ 360.00
			Surface Course, Type SF 9.5 A	125	Tons	\$ 50.00	\$ 6,250.00
			Intermediate Course, Type I 19.0E	210	Tons	\$ 50.00	\$ 10,500.00
			Aggregate Base Course	665	Tons	\$ 40.00	\$ 26,600.00
			Asph Binder for Plant Mix PG64-22	20	Tons	\$ 410.00	\$ 8,200.00
			Curb and Gutter	110	LF	\$ 15.00	\$ 1,650.00
			Sediment Control Stone	4	Tons	\$ 40.00	\$ 160.00
			Rip Rap Class B	28	Tons	\$ 40.00	\$ 1,120.00
			Rip Rap Class 1	100	Tons	\$ 40.00	\$ 4,000.00
			Filter Fabric	390	SY	\$ 4.00	\$ 1,560.00
			54" Pipe Railing within wall limits	80	LF	\$ 100.00	\$ 8,000.00
			54" Pipe Railing beyond wall limits	144	LF	\$ 50.00	\$ 7,200.00
			Guardrail	540	LF	\$ 15.00	\$ 8,100.00
			Guardrail Anchor Units, AT1	4	Each	\$ 400.00	\$ 1,600.00
			Erosion Control	1.00	LS	\$ 5,000.00	\$ 5,000.00
			Type III Barricades	2.00	EA	\$ 500.00	\$ 1,000.00
			Structure				
			CONSPAN 48' W x 52' L	1	LS	\$ 155,000.00	\$ 155,000.00
			Keystone Walls	1	LS	\$ 70,000.00	\$ 70,000.00
			Class B Concrete (for leveling foundation)	40	CY	\$ 300.00	\$ 12,000.00
			Class AA Concrete	97.8	CY	\$ 500.00	\$ 48,900.00
			Reinforcing Steel	16,668	LB	\$ 0.95	\$ 15,830.00
			CONSPAN installation (2 days crane&crew)	1	LS	\$ 15,000.00	\$ 15,000.00
			Misc. & Mob (15% Roadway)				\$ 26,000.00

Lgth 0.05 Miles

Contract Cost	\$ 504,235.00
Contingency 3%	\$ 16,000.00
Construction Cost	\$ 520,235.00

Note: Unit prices obtained from 2007 NCDOT Unit Bid Averages (statewide)
and from RS Means 2008 Heavy Construction Cost Data

RESOLUTION TO EXEMPT A PARTICULAR CONTRACT FROM THE COMPETITIVE
PROPOSAL ENGINEERING PROVISIONS OF G.S. § 143-64.31

WHEREAS, pursuant to G.S. § 143-64.31, it is general public policy to procure professional engineering services through public announcement of the service requirements and selection of an engineer on the basis of qualifications; and

WHEREAS, pursuant to G.S. § 143-64.32, the Board of Commissioners may exempt projects from this procedure upon stating the reasons for exemption and the circumstances attendant thereto; and

WHEREAS, it has become necessary to change engineers for services relative to construction of a bridge at Jesse Helms Park (the "Project"); and

WHEREAS, Capital Management and Engineering, P.C. ("CME") has provided limited oversight of the Project at the request of County staff, though not the current design professional; and

WHEREAS, CME is thus familiar with the Project and best positioned to assume engineering responsibilities upon change from the current engineer; and

WHEREAS, CME's familiarity with the Project may result in reduced cost for engineering services when compared with the expense necessary to educate a new engineer unfamiliar with the Project; and

WHEREAS, the Project is the subject of a grant in the amount of \$500,000, pursuant to which work must be completed within an established period of time; and

WHEREAS, engagement of CME for the final phases of the Project would reduce the time that would be necessary to engage an engineer through the RFQ process.

NOW, THEREFORE BE IT RESOLVED that pursuant to G.S. § 143-64.32(a) the Union County Board of Commissioners does hereby exempt the agreement with CME for services relative to the Project from the competitive proposal provisions of G.S. § 143-64.31, for the reasons stated above.

This resolution is adopted this the 18th day of May, 2009.

APPENDIX

Exhibit A

TASK ORDER 1

This Task Order pertains to an Agreement by and between UNION COUNTY, ("OWNER"), and CAPITAL MANAGEMENT AND ENGINEERING, P.C. ("ENGINEER"), dated _____, 2009, ("the Agreement"). ENGINEER shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ONE

PROJECT NAME: JESSE HELMS PARK PASSIVE AREA/BRIDGE

PART 1.0 PROJECT DESCRIPTION:

This project will consist of an ingress/egress over Flag Branch Creek in order to connect the existing Agriculture Center facility to the rest of the park which is currently undeveloped. Thus, this phase of the project will consist of the following improvements:

1. Extension of a two way road from the existing parking lot behind the Agriculture Center to the bridge over Flag Branch Creek. This driveway has been designed and will be constructed to accommodate all types of vehicular traffic including bicycles, cars emergency and construction vehicles.
2. The construction of a trail from the existing parking lot to the bridge in order to accommodate pedestrian traffic.
3. Construction of a bridge across Flag Branch Creek. This bridge will also be constructed to accommodate pedestrians, bicycles, cars, horse trailers, emergency and construction vehicles.

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

A. Bid Phase Support:

ENGINEER will assist the OWNER with the bid phase of the project. ENGINEER will review the advertisement of the project, bid forms/documents, attend the mandatory pre-bid meeting, review responses prepared by others to technical questions from contractors during the bid phase, review any addendum(s) deemed necessary by the OWNER and attend the bid opening as

directed by the OWNER. The bids received and opened by the OWNER will be reviewed for errors by ENGINEER. ENGINEER will then make a recommendation regarding the award of the construction contract and provide assistance as requested by the OWNER in awarding the contract.

B. Construction Observation:

ENGINEER will provide construction observation for the project which will include the following:

1. Perform quality control inspections and prepare documentation of key work activities performed by the contractor. Maintain a record of activities and events relating to the project as observed at the time of site visits made by ENGINEER and document what work was completed between project site visits by the ENGINEER representative;
2. Perform erosion control inspections at the required frequencies and prepare reports in accordance with applicable permits;
3. Attend and assist in conducting construction progress, work coordination and other project related meetings as scheduled and deemed necessary by the OWNER. Monitor any outstanding construction issues or problems covered in the meetings;
4. Assist in analyzing changes to the plans, specifications or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is clearly not within the scope of the original contract. Provide recommendations to the OWNER;
5. In the event that the Contractor for a project submits a claim for additional compensation, assist in analyzing the submittal and assist in the review and preparation of a recommendation covering the validity and reasonableness of charges. Maintain complete, accurate cost accounting and other records of work involved in claims;
6. When needed to prevent claims for delays in Contractor's operations, assist in the preparation of reports, verify quantity calculations and field measurements for payment purposes as requested by the OWNER;
7. Assist in maintaining records of all sampling and testing accomplished and analyze such records required to recommend or deny acceptability of materials and completed work items;
8. Assist in the monitoring of construction contracts to the extent necessary to determine whether construction activities violate the requirements of any permits, regulations, or statutes. Notify the Contractors of any violations or potential violations and require his immediate resolution of the problem;

C. Construction Materials Sampling and Testing:

Provide construction materials sampling and testing in accordance with NCDOT requirements and as per proprietary wall manufacturer's requirements.

D. Excluded services

The following sections of the Multiple Project Agreement between the OWNER and ENGINEER shall not apply to this Task Order 1:

Section 2.2 Preliminary Engineering Report Phase

Section 2.3 Preliminary Design Phase (Predesign)

Section 2.4 Design Phase

Section 2.5 Bidding Phase

Section 2.7 Operational Phase

Section 7 Construction Cost and Opinions of Cost

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

None

PART 4.0 OWNER'S RESPONSIBILITIES:

OWNER will be responsible for submitting erosion control inspection reports and other documentation to the permitting agency as required by the project permit(s) and for all permit fees.

PART 5.0 PERIODS OF SERVICE:

The start of project bid phase support services will coincide with the letting date to be determined by the OWNER. The duration of construction phase and construction materials sampling and testing services will be based on the actual project construction time plus contract closeout activities as deemed necessary by the OWNER.

PART 6.0 PAYMENTS TO ENGINEER:

1. Payment for Basic Services:

Compensation for the services outlined in Part 2 above shall be on a Per Diem basis with amounts not to exceed the following:

-For bid phase support services:	\$ 700.00
-For construction observation services:	\$28,500.00
-For construction materials sampling and testing:	\$ 3,500.00.

2. Payment for Additional Services: N/A

3. Total:

The total amount expended pursuant to the Task Order 1 shall not exceed \$32,700 without written amendment hereto. This amount shall be deemed to include all reimbursable expenses and no additional payment shall be made therefore.

PART 7.0 OTHER:

None

This Task Order is executed this _____ day of _____, 2009.

UNION COUNTY,
NORTH CAROLINA

By: _____

By: _____

Name: _____

Name: Myron G. George

Title: _____

Title: President

Address: 500 N. Main St.
Monroe, NC 28112

Address: 111 West Central Avenue, Suite 207
Mount Holly, North Carolina 28120

**CME Rate Schedule
for Union County**

HOURLY COMPENSATION RATES

CLASSIFICATION	CY 2009 RATE
Sr. Project Manager	150.48
Assistant Project Manager	127.71
Sr. Professional	152.94
Sr. Engineer- Structural	123.12
Engineer- Structural	104.17
Sr. Engineer - Highway	123.12
Engineer - Highway	104.17
Sr. Engineer - Traffic	123.97
Project Engineer - Traffic	99.88
Design Engineer	71.98
Sr. Engineering Technician	68.36
Engineering Technician	57.59
Utility Coordinator	62.90
Assistant Utility Coordinator	52.09
Sr. Environmental Project Manager	127.05
Environmental Project Manager	99.26
Sr. Environmental Planner	114.54
Environmental Planner	88.26
Sr. Environmental Scientist	95.32
Environmental Scientist	64.65
Sr. Biologist	72.41
Biologist	53.71
Archeologist/Historian	66.17
Sr. Historian	55.49
Ecologist	82.98
Air Quality Engineer	102.83
Project Analyst/Scheduler	89.97
Sr. Administrative Assistant	66.70
Administrative Assistant	50.61
Secretary	43.56
Testing Lab Manager	70.18
Testing Laboratory Engineer	100.77
Field Testing Technician	43.73
Sr. Construction Manager	113.66
Construction Manager	96.35
Sr. Project Engineer - Construction	77.86
Sr. Construction Field Rep.	65.04
Construction Field Rep.	57.05
Jr. Construction Field Rep.	51.04
Sr. GIS Operator	100.25
CAD/GIS Operator	70.50
Graphic Artist	63.37
Sr. Right-of-way Project Manager	117.26
Right-of-way Project Manager	106.30
Sr. Right-of-way Agent	89.43
Right-of-way Agent	62.34
Relocation Specialist	87.24
Public Involvement Specialist	101.06
Professional Land Surveyor	92.46
Survey Technician	65.18
Party Chief	62.12
Facilities Coordinator	138.60
Architect - Facilities	103.95
Associate Architect - Facilities	88.00
Intern Architect - Facilities	69.30

EXPENSES

CLASSIFICATION	CY 2009 RATE
Expenses	Cost plus 10%

UNION COUNTY
BOARD OF COMMISSIONERS

AGENDA ITEM

8
MEETING DATE 5/18/09

ACTION AGENDA ITEM ABSTRACT
Meeting Date: May 4, 2009

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

SUBJECT: Renewal and Amendment of Union EMS Agreement

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

ATTACHMENT(S):
Renewal and Amendment

INFORMATION CONTACT:
Al Greene

TELEPHONE NUMBERS:
704.292.2625

DEPARTMENT'S RECOMMENDED ACTION: Authorize County Manager to approve Renewal and Amendment Agreement

BACKGROUND: In 1997, Union EMS ("UEMS"), a subsidiary of the Charlotte Mecklenburg Hospital Authority, assumed operating and management responsibilities of the emergency medical services program in Union County. Prior to that period, Union County operated and financed the program. UEMS provides personnel, equipment, facilities and services to support the emergency medical services program within Union County. Additionally, all management, financial coordination, billing and collection is provided by UEMS.

Revenues generated by the program's fees and payments are applied to the expenses with the County responsible for funding the operating and capital deficit. Revenues are generally set at about 110% of the median of user fees charged in adjacent counties and currently generate about \$3M. Operating expenses and capital are about \$7M leaving a deficit of about \$4M which is funded by the County.

Since 1997 the agreement has been amended several times ... most often reflecting extensions of the agreement. The last amendment and extension occur in 2007 and provided for a two year extension through June 30, 2009.

County and UEMS staff are recommending that the agreement be amended to reflect a two-year extension to 2011.

FINANCIAL IMPACT: No other terms of the agreement are being amended. County remains responsible for funding the deficit of revenues to expenses.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

STATE OF NORTH CAROLINA

RENEWAL AND AMENDMENT

COUNTY OF UNION

This Renewal and Amendment made and entered into on this the ____ day of _____, 2009, by and between UNION COUNTY, a political subdivision of the State of North Carolina ("County") and CAROLINAS UNION HEALTHCARE, INC. d/b/a Union EMS ("UEMS"), a subsidiary of the Charlotte Mecklenburg Hospital Authority, a North Carolina hospital authority, shall modify as indicated the Emergency Medical Services Agreement Between Union County and Carolinas Union Healthcare, Inc. dated April 21, 1997, subsequently amended on May 12, 1999, August 2, 2000, June 22, 2005, and June 29, 2007 (the "Agreement").

WITNESSETH:

WHEREAS, by amendment dated August 2, 2000, the term of the Agreement was extended through June 30, 2005; and

WHEREAS, by amendment dated June 22, 2005, the term of the Agreement was extended again through June 30, 2007; and

WHEREAS, by amendment dated June 29, 2007, the term of the Agreement was extended again through June 30, 2009; and

WHEREAS, the parties desire to renew the Agreement for a fourth time, this time for a period of two years ending on June 30, 2011.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein and in the Agreement contained, the parties agree as follows:

1. In the second sentence of Section 1 of the Agreement, the following clause shall be deleted in its entirety: "for up to two (2) additional five- (5-) year renewal terms." Section 1 shall now read as follows:

The initial term of this Agreement shall be from 8:00 a.m. May 1, 1997, through midnight, June 30, 2000. Thereafter, the Agreement may be renewed, by mutual agreement of the County and the Corporation; provided, however, that the County shall give the Corporation written notice at least six (6) months prior to the end of the term of its intent to seek a renewal.

2. The Agreement is hereby renewed for a two (2) renewal term commencing July 1, 2009, and continuing through June 30, 2011, unless earlier terminated as provided in the Agreement.

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

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the year and day first written above.

ATTEST:

UNION COUNTY

BY: _____
Lynn West, Clerk to the Board

BY: _____
Alfred Greene, County Manager

ATTEST:

CAROLINAS UNION HEALTHCARE,
INC. d/b/a UNION EMS

BY: _____

BY: _____

Approved as to Legal Form _____

STATE OF NORTH CAROLINA
UNION COUNTY

~~AGENDA ITEM~~
9
~~NUMBER~~ DATE 5/18/09

**LETTER OF UNDERSTANDING ON THE DESTRUCTION OF
COURT RECORDS**

This document authorizes Union County (the "County") to dispose of those records designated for destruction by the Clerk of Superior Court of District 20B (the "Clerk"). The County agrees to destroy these records by one of the five methods provided by 7 NCAC 4M.0510. That code allows for the five methods of destruction listed below:

1. burned;
2. shredded or torn up so as to destroy the record content of the documents or materials concerned;
3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or material concerned;
4. buried under such conditions that the record nature of the documents or materials will be terminated; or,
5. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold as documents or records.

The County and the Clerk agree that the County shall not be responsible for determining whether the destruction of the documents is in compliance with the applicable Records Retention Schedule or whether the documents are non-confidential records for which the Clerk is authorized to release to the County for destruction. The County's sole responsibility pursuant to this Letter of Understanding is to destroy the documents designated for destruction by the Clerk pursuant to one of the aforementioned methods. The Clerk shall be responsible for deciding whether the documents may be destroyed and whether the County may handle the destruction as well as for filing this Letter of Understanding with the AOC Records Office. This Letter of Understanding may be terminated without cause by either party upon thirty (30) days written notice to the other party.

CLERK OF SUPERIOR COURT

DATE

UNION COUNTY

Alfred Greene, County Manager

DATE

APPROVED AS TO LEGAL FORM

CPH

PUBLIC RECORDS DEFINED. Chapter 132.1 of the General Statutes of North Carolina states: "Public record or public records shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivision. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.

WHAT THE SCHEDULE IS. This records retention and disposition schedule supersedes and replaces The Records Retention and Disposition Schedule, 1983. It contains a listing and brief description of the records maintained in the Clerk of Superior Court offices, with instructions for their retention and disposition. From the date this document is approved it shall govern the retention and disposition of all such records. All provisions of this schedule remain in effect until the schedule is officially amended. Errors and omissions do not invalidate this schedule or render it obsolete. So long as the schedule remains in effect, destruction or disposal of records in accordance with its provisions shall be deemed to meet the provisions of G.S. 121-5 (b).

CHANGING THE SCHEDULE. You may request an addition, deletion, or retention period change by sending a letter to that effect to the Records Officer, Administrative Office of the Courts. Periodically these requests will be reviewed, along with other potential amendments, by the AOC Records Retention Committee. This committee will formulate amendments to the schedule for approval by the Director of the AOC and the Secretary, Department of Cultural Resources. Once approved the changes or additions will be made available for general reference.

EARLY DISPOSAL OR DISPOSAL OF UNSCHEDULED RECORDS. Custodians desiring to dispose of records earlier than specified in this schedule or to dispose of records not listed in it must request in writing the concurrence of the Department of Cultural Resources as required by G.S. 121-5 through the Administrative Office of the Courts.

PERMANENT RECORDS. Records scheduled for permanent preservation, even after being microfilmed, must never be destroyed without specific written permission of the Department of Cultural Resources through the Administrative Office of the Courts.

PROTECTING PUBLIC RECORDS. Public records are public property. They should remain in the care and protection of the government agency where they were created or collected in the course of public business and then disposed of only when and as specified in this public records schedule.

METHODS OF DESTRUCTION. Public records scheduled to be destroyed must not be permitted to fall into unauthorized hands. Where authorized, records scheduled for destruction should be destroyed pursuant to the NC Administrative Code, T7-C4-S4M.0510. That code allows for the five methods of destruction listed below:

1. burned;
2. shredded or torn up so as to destroy the record content of the documents or materials concerned;

3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or material concerned;
4. buried under such conditions that the record nature of the documents or materials will be terminated; or,
5. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold as documents or records.

For non-confidential records the clerk may enter into a Letter of Understanding with the county Manager, or other local official responsible for waste disposal in the county, for the removal of such records from the clerk's office for disposal by one of the five methods provided by code. A copy of this Letter of Understanding shall be filed with the AOC Records Officer. (See attached sample letter.)

For confidential records the clerk must maintain physical control of the records through the disposal process until they reach the point where they are illegible. Beyond that they may be disposed of as any other waste product.

For both confidential and non-confidential records the clerk must insure that all provisions of the clerk's Records Retention Schedule have been met prior to any destruction.

DESTRUCTION PROCEDURES. The Clerk of Superior Court may destroy records in their custody after the retention periods in this schedule have been fulfilled without further approval from, or reference to, the Department of Cultural Resources. However, where indicated by the schedule approval must be obtained from the AOC.

It should also be noted that this schedule sets out the minimum time records must be kept. Especially for currently open records series, individual clerks may choose to retain paper records, even after filming, for the convenience of the court and the public.

At no time should any of these retention instructions be construed as allowing the disposal of active records.

RECORDING RECORDS DESTRUCTION. The destruction of public records by the Clerk of Superior Court should be recorded in the "Miscellaneous Registration" (R) file in that office. Form AOC-A-119, "Request For Approval For Destruction of Records" should be used for this purpose.

DISASTER ASSISTANCE IS AVAILABLE. Throughout our state's history, county and municipal records have been vulnerable to accidents and natural disasters. Even with modern facilities and improved security and protective measures, public records still are susceptible to fire and water damage, and several disasters involving public records have occurred in other states during recent years. The most common form of disaster has been a fire (usually at night or during a weekend). In these instances, valuable and often irreplaceable records that escaped the flames were ruined by water and mud resulting from firefighting. In every case, many records that were irreparably damaged could have been saved if state and local officials had known what to do with damaged records and had acted promptly.

In order to help state, county and municipal agencies cope with fires, floods, and other disasters involving records, the North Carolina Division of Archives and History has formed a Disaster Preparedness Team. Upon request, members of this team will advise local officials in the retrieval of damaged records. When possible, they will also provide further assistance upon request.

What should you do when a disaster occurs? The first and most important step to take is to notify the State Archives and Records Administrator at the Division of Archives and History at (919) 733-3952 immediately. [During nights or weekends, call (919) 828-7813 or (919) 782-2358.] Next, secure the area containing records as soon as possible. Don't let anyone but firefighting or other safety personnel into the area. Next, ventilate the area as much as possible. This will delay the growth of mold and make the salvage and restoration of records easier. Finally, and most important--DON'T LET ANYONE REMOVE OR ATTEMPT TO CLEAN RECORDS. Damaged records are fragile and attempts to move or clean them may cause unnecessary destruction. Trained personnel normally will be on the scene within hours, and they will direct recovery of records.

MICROFILM

ADVANTAGES. Microfilm is an economical and practical means of preserving a security copy of essential records, and it is used increasingly by government agencies to eliminate the problem of excess paper.

LEGAL AUTHORITY AND ACCEPTANCE. Legal authority for microfilming county records is contained in G.S. 153A-436. This statute provides that the method of reproduction must give legible and permanent copies and that the reproduction of the public records must be kept in a fire-resistant file, vault, or similar container.

G.S. 8:45.1 and 153A-436 provide that microfilm copies of public records shall be admissible as evidence in the courts and administrative agencies of the state.

To ensure uniformity and legal acceptability in microfilmed records, certain forms, targets, and procedures should be used when microfilming public records. The Records Services Branch of the Division of Archives and History has published Micrographics Technical and Legal Procedures to aid state, county, and municipal agencies in producing good quality microfilm which meets all legal requirements

TECHNICAL STANDARDS. Certain technical standards must be met to assure quality microforms that are readily producible and, where necessary, capable of permanent preservation. There are four basic groups of standards that establish criteria for microfilm to be of archival or permanent quality: the standards for the manufacture of raw film; the standards affecting the method of filming in order to produce good overall results; the standards involved in processing (developing) microfilm; and the standards for the storage of processed microfilm. These standards are listed and explained in the Division of Archives and History's publication, Micrographics Technical and Legal Procedures:

This document authorizes the county government to dispose of those records designated for destruction by the Clerk of Superior Court. The County agrees to destroy these records by one of the five methods provided by the North Carolina Administrative Code, T7-C4-S\$M.0510:

- (1) burned;
- (2) shredded or torn up so as to reduce the paper to pulp and to terminate the existence of the documents or material concerned;
- (3) placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned;
- (4) buried under such conditions that the record nature of the documents or materials will be terminated; or,
- (5) sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold as documents or records.

Date <i>3-31-09</i>	Date
CSC Signature <i>J. R. Rowell</i>	County Manager Signature

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: May 18, 2009

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

SUBJECT: Installment Financing Contract - Emergency Radio Communication

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):

Resolution

INFORMATION CONTACT:

Kai Nelson

Financing RFQ

TELEPHONE NUMBERS:

704.292.2522

DEPARTMENT'S RECOMMENDED ACTION: Resolution Approving An Installment Financing Contract to Provide for the Acquisition and Construction of Certain Equipment and Related Facilities Set Forth Therein

BACKGROUND: The County Commission has previously taken various actions in connection with the acquisition and deployment of the Emergency Radio Communications System as follows;

October 1, 2007 - established the financing model in connection with the Emergency Radio Communication System

December 17, 2007 - authorized the Manager to approve a contract with Motorola for the purchase of communication infrastructure equipment and software for the radio system

January 22, 2008 - approved the Capital Project Ordinance and adopted a reimbursement resolution declaring its intent to finance the project

June 19, 2008 - adopted the annual operating budget which contained a tax rate increase (\$0.0067) for the infrastructure portion of the project

April 6, 2009 - authorized the Manager to approve a contract with South Carolina Tel-Con for the construction of communication towers

County staff has released an RFQ for financing proposals (copy attached) - commonly referred to as an installment financing contract (IFC). The proposals are due May 15. The contract has been tentatively calendared for the June 2 monthly meeting of the Local Government Commission.

County staff will be opening the financing proposals May 15 and will provide a matrix to the

County Commission of the respondents' rates and terms.

The attached Resolution authorizes the Chairman, County Manager and Finance Director to execute the various financing documents to effectuate the transaction. The Resolution contains a space to insert the name of the successful financial bidder.

FINANCIAL IMPACT: Based on the current approved model, 0.0086 cents was included in FY2009. No additional resources required.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Extract of Minutes of a regular meeting of the Board of Commissioner of the County of Union, North Carolina held at the Union County Government Center, First Floor, Board Room, Monroe, North Carolina, at 7:00 p.m. on May 18, 2009.

* * *

The following members were present:

The following members were absent:

Also present:

* * *

Commissioner _____ moved that the following resolution (the "*Resolution*"), a copy of which was available with the Board and which was read by title, be adopted:

**RESOLUTION OF THE COUNTY OF UNION, NORTH CAROLINA
APPROVING AN INSTALLMENT FINANCING CONTRACT TO PROVIDE
FOR THE ACQUISITION AND CONSTRUCTION OF CERTAIN EQUIPMENT
AND RELATED FACILITIES SET FORTH THEREIN**

WHEREAS, the County of Union, North Carolina (the "*County*") is a validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "*State*");

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina, to (1) purchase real and personal property, (2) enter into installment financing contracts to finance the purchase or improvement of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased or improved to secure repayment of the purchase price;

WHEREAS, the Board of Commissioners of the County (the "*Board of Commissioners*") hereby determines that it is in the best interest of the County to enter into an installment financing contract (the "*Contract*") with _____, a _____ (the "*Bank*"), in order to provide financing for the County's acquisition of emergency communication equipment and the acquisition and construction of related towers and appurtenant facilities (collectively, the "*Equipment and Facilities*");

WHEREAS, the County hereby determines that the acquisition and construction of the Equipment and Facilities is essential to the County's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Equipment and Facilities will provide an essential use and will permit the County to carry out public functions that it is authorized by law to perform; and that entering into the Contract is necessary and expedient for the County by virtue of the findings presented herein;

WHEREAS, the County hereby determines that the Contract allows the County to acquire and construct the Equipment and Facilities at a favorable interest rate currently available in the financial marketplace and upon terms advantageous to the County;

WHEREAS, the County hereby determines that the estimated cost of the acquisition and construction of the Equipment and Facilities is an amount not to exceed \$9,500,000 and that such cost of the acquisition and construction of the Equipment and Facilities exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of the acquisition and construction of the Equipment and Facilities pursuant to the Contract is expected to exceed the cost of the acquisition and construction of the Equipment and Facilities pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of the acquisition and construction of the Equipment and Facilities pursuant to the Contract and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of acquiring and constructing the Equipment and Facilities; and (3) no revenues are produced by the Equipment and Facilities so as to permit a revenue bond financing;

WHEREAS, the County hereby determines that the estimated cost of the acquisition and construction of the Equipment and Facilities pursuant to the Contract reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the County previously implemented a tax increase in anticipation of entering into the Contract and therefore does not anticipate future property tax increases solely to pay installment payments falling due under the Contract;

WHEREAS, Parker Poe Adams & Bernstein LLP will act as special counsel ("*Special Counsel*"), and will render an opinion, if required, to the effect that entering into the Contract and the transactions contemplated thereby are authorized by law;

WHEREAS, no deficiency judgment may be rendered against the County in any action for its breach of the Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any moneys due under the Contract;

WHEREAS, the County is not in default under any of its debt service obligations;

WHEREAS, the County's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the County has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget ordinance;

WHEREAS, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the County has not been censured by the North Carolina Local Government Commission (the "*LGC*"), external auditors

or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, there have been described to the Board of Commissioners the form of the Contract, copies of which have been made available to the Board of Commissioners, which the Board of Commissioners proposes to approve, enter into and deliver, as applicable, to effectuate the proposed installment financing;

WHEREAS, it appears that the Contract is in an appropriate form and is an appropriate instrument for the purposes intended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA, AS FOLLOWS:

Section 1. Ratification of Instruments. That all actions of the County, the Chairman of the Board of Commissioners (the "*Chairman*"), the Clerk to the Board of Commissioners (the "*Clerk*"), the County Manager, the Finance Director of the County, the County Attorney and their respective designees, whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Contract.

Section 2. Application to LGC. That the Finance Director or his designee is hereby directed to file with the LGC an application for its approval of the Contract and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the County and its financial condition as may be required by the LGC.

Section 3. Financing Team. That the County approves the use of Special Counsel and the Bank for the financing contemplated by the Contract.

Section 4. Authorization to Execute the Contract. That the County approves the acquisition and construction of the Equipment and Facilities in accordance with the terms of the Contract, which will be a valid, legal and binding obligation of the County in accordance with its terms. The form and content of the Contract shall be and the same hereby are in all respects authorized, approved and confirmed, and the Chairman, the Clerk and the County Manager and their respective designees shall be and they hereby are authorized, empowered and directed to execute and deliver the Contract, including necessary counterparts, in substantially the form and content presented to the Board of Commissioners, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Contract presented to the Board of Commissioners, and that from and after the execution and delivery of the Contract, the Chairman, the Clerk, the County Manager and the Finance Director of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract as executed, including without limitation the filing of a North Carolina Uniform Commercial Code financing statement for the benefit of the Bank relating to the security interest granted under the Contract (the "*Financing Statement*").

Section 5. County Representative. That the Chairman, the County Manager and the Finance Director of the County are hereby designated as the County's Representative to act on behalf of the County in connection with the transactions contemplated by the Contract, and the Chairman, the County Manager and the Finance Director are authorized to proceed with the acquisition and construction of the

Equipment and Facilities in accordance with the Contract and to seek opinions as a matter of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The County's representative and/or designee or designees are in all respects authorized on behalf of the County to supply all information pertaining to the County for use in the Contract and the Financing Statement and the transactions contemplated by the Contract. The Chairman, the Clerk, the County Manager and the Finance Director of the County or their respective designees are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Contract or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

Section 6. Severability. That if any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 7. Repealer. That all motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 8. Effective Date. That this Resolution is effective on the date of its adoption.

On motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled **“RESOLUTION OF THE COUNTY OF UNION, NORTH CAROLINA APPROVING AN INSTALLMENT FINANCING CONTRACT TO PROVIDE FOR THE ACQUISITION AND CONSTRUCTION OF CERTAIN EQUIPMENT AND RELATED FACILITIES SET FORTH THEREIN”** was duly adopted by the following vote:

AYES:

NAYS:

STATE OF NORTH CAROLINA)
)
COUNTY OF UNION) ss:

I, *Lynn West*, Clerk to the Board of Commissioners of the County of Union, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE COUNTY OF UNION, NORTH CAROLINA APPROVING AN INSTALLMENT FINANCING CONTRACT TO PROVIDE FOR THE ACQUISITION AND CONSTRUCTION OF CERTAIN EQUIPMENT AND RELATED FACILITIES SET FORTH THEREIN**” adopted by the Board of Commissioners of the County of Union, North Carolina, at a meeting held on the 18th day of May, 2009.

WITNESS my hand and the corporate seal of the County of Union, North Carolina, this the 18th day of May, 2009.

Lynn West
Clerk to the Board
County of Union, North Carolina



UNION COUNTY FINANCE DEPARTMENT

500 NORTH MAIN STREET, SUITE 901, MONROE, N.C. 28112
PHONE: (704) 283-3813 FAX: (704) 225-0664

May 4, 2009

Dear Sir/Madam:

Union County, North Carolina is soliciting installment financing contract proposals in the amount of \$9,390,000 for the acquisition of emergency communication equipment (the "Equipment") and the acquisition and/or construction of related towers and appurtenant facilities.

The financial terms of the financing contract are attached along with an exhibit of the Equipment, towers and facilities.

Moody's Investors Service, Inc., Standard and Poor's Credit Markets Services, Fitch Ratings, and the North Carolina Municipal Council have given the County's outstanding general obligation bonds ratings of Aa2, AA, AA, and 85, respectively. The County's comprehensive annual financial statements may be viewed and download at:

www.co.union.nc.us/Government/Finance/ComprehensiveAnnualReports/tabid/147/Default.aspx

Proposals are due by 2:00 PM, May 15, 2009 and may be submitted electronically to knelson@co.union.nc.us.

Should you have any questions, please give me a call at 704.292.2522.

Sincerely yours,

Kai D. Nelson
Finance Director

**Union County, North Carolina
Financing Term Sheet
800 MHz Public Safety Communications System**

General Structure: Listed below is an outline of some of the significant terms and conditions of the financing. The financing is to be an installment financing contract under Section 160A-20 of the North Carolina General Statutes.

Borrower: County of Union, NC (the "County")

Bidder: Financial Institution (the "Bank")

Amount: \$9,390,000.00

Facility: Tax Exempt, Not Bank Qualified Installment Financing Contract (the "Contract")

Purpose: To provide financing for the County's acquisition of emergency communication equipment (the "Equipment") and the acquisition and/or construction of related towers and appurtenant facilities. See the attachment hereto for the County's proposed breakdown of project costs.

Security:

- A security interest in the Equipment financed. No deed of trust or mortgage will be granted in the real property or fixtures.
- Annual appropriation of funds by the County.

Final Maturity: Ten (10) years and Fifteen (15) years

Interest Rates:

	Rate (10 years)	Rate (15 years)
Option 1: Fixed Rate Fixed Rate (identify prepayment penalty and the date at which prepayment would be at Par) [Bidder to insert penalty and date for 10 and 15 year final maturity]	%	%
Option 2: Fixed Rate (prepayment allowed anytime with no penalty)	%	%
Option 3: Variable rate (prepayment allowed anytime with no penalty) [Bidder to insert variable rate index, frequency of reset, etc.]		
Presently: (at date ____ [Bidder to insert date])	%	%
Upfront Bank Fees and Costs to be paid by the County (including Counsel fees, if any)	\$	\$

Special Counsel: Parker Poe Adams & Bernstein LLP will serve as Special Counsel to the County and will draft all approvals and documents. The Bank [will][will not] require a validity opinion and an opinion as to the treatment of the interest component of installment payments under the Contract under State and federal tax law from Special Counsel. The County will pay all fees of Special Counsel.

[Note to bidder: If the Bank requires an opinion of Special Counsel, the County will take the added cost of Special Counsel rendering such opinion into consideration when evaluating the bids, estimated at \$5,000.]

Payment Dates:

10 year final maturity:

Fixed (assuming level debt service): 20 semi-annual payments of principal and interest payable on December 1 and June 1 of each year, with the first payment occurring December 1, 2009 or 10 annual payments of principal and interest payable on June 1, with the first payment occurring June 1, 2010, at the Bank's option. Identify the Bank's preferred option.

Variable (assuming level debt service with interest calculated at 4%): 20 semi-annual payments of principal and interest payable on December 1 and June 1 of each year, with the first payment occurring on December 1, 2009 or 10 annual payments of principal and interest payable on June 1, with the first payment occurring June 1, 2010, at the Bank's option. Identify the Bank's preferred option.

15 year final maturity:

Fixed (assuming level principal): 30 semi-annual payments of principal and interest payable on December 1 and June 1 of each year, with the first payment occurring December 1, 2009 or 15 annual payments of principal and interest payable on June 1, with the first payment occurring June 1, 2010, at the Bank's option. Identify the Bank's preferred option.

Variable (assuming level principal with interest calculated at 4%): 30 semi-annual payments of principal and interest payable on December 1 and June 1 of each year, with the first payment occurring on December 1, 2009 or 15 annual payments of principal and interest payable on June 1, with the first payment occurring June 1, 2010, at the Bank's option. Identify the Bank's preferred option.

Payment Schedules:

Bidder shall provide amortization schedules based on the financing Options 1, 2 and 3.

Optional Prepayment:

Option 1: The County will have the ability to prepay the Contract on any payment date at the percentage of Par identified under "Interest Rate" above.

Option 2 & 3: Prepayment will be allowed on any payment date and not subject to prepayment penalties.

Yield Indemnification:

The Bank agrees that the County will only provide yield indemnification in the Contract for the County's actions or failure to act.

Escrow of Funds:

Bank will provide 100% funding of the financing amount into an escrow account on the date of closing for this transaction. The escrow account will be used to pay vendors and any escrow expenses.

Escrow Agent is assumed to be the Bank. Bank will review and approve escrow disbursements prior to Escrow Agent disbursing funds. All interest earnings will accrue to the benefit of the County. The County may direct the Escrow Agent to purchase

securities/investments permitted pursuant to NCGS159-30.

Response Date:

Proposals will be received by the County until 2:00 PM, May 15, 2009. Proposals may be submitted electronically to knelson@co.union.nc.us.

The interest rates reflected in Option 1 and Option 2 are firm for a funding by June 17, 2009, subject to final approval by the governing body of the County and the Local Government Commission. The LGC approval is anticipated at the June 2, 2009, meeting.

**800 MHz Public Safety Communications System
Project Costs**

Microwaves, antennas, combiners, computer hardware, computer software, transmitters, receivers	\$6,876,216
Towers and appurtenant facilities	\$2,091,760
Engineering, surveying, legal	\$319,914
Contingency	\$102,110
TOTAL	\$9,390,000

Site	Type	Ownership	
New Salem	Tower	County	To be constructed
Cuthbertson,	Tower	Board of Education - lease	To be constructed
Crow	Tower	Board of Education - lease	To be constructed
Monroe	Tower	NC Highway Patrol - lease	Existing
Midland	Tower	Cabarrus County – lease	Existing
Belk Mill Road	Tower	Norsan Media – lease	Existing
Wingate	Tower	County	Existing
Monroe	Facility	County	Existing
Matthews	Facility	City of Charlotte	Existing

¹ Equipment described in first table will be located at all sites. Towers and appurtenant facilities described in the first table to be constructed only at New Salem, Cuthbertson and Crow sites.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: May 18, 2009

Action Agenda Item No. 11
(Central Admin. use only)

SUBJECT: 2009 Refunding Bonds

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
Resolutions and Bond Order

INFORMATION CONTACT:
Finance

Financing Calendar

TELEPHONE NUMBERS:

704.292.2522

Savings Schedule

DEPARTMENT'S RECOMMENDED ACTION:

- 1) Adopt a Resolution Making Certain Statements of Fact Concerning Proposed Bond Issue
- 2) Introduce and Adopt Bond Order Authorizing the Issuance of Not to Exceed \$45,000,000 General Obligation Refunding Bonds
- 3) Adopt a Resolution Providing for the Issuance of Not to Exceed \$45,000,000 General Obligation Refunding Bonds, Series 2009C

BACKGROUND: Commencing in early February 2009, BB&T Capital Markets and Wachovia Securities began providing analysis on a potential refunding of the County's Series 1996 and 2001 General Obligation Bonds. Given that County staff was focused on completing the debt restructuring plan, action on proceeding with the refunding was deferred. Both of the investment banking firms continued to provide the County with savings analysis updates, with the savings amount fluctuating based on market conditions. Periodically over the period savings have exceeded required target levels of 3% (the refunding bonds debt service being 3% less than the refunded bonds) ... and at other times the savings have not achieved needed levels.

Recent improvements in market conditions and the completion of the debt restructuring plan now permit the County to 'tee up' the refunding. And if market conditions remain at current levels and the County is able to achieve the desired savings level, to sell the refunding bonds.

Market conditions as of May 7, produced cash flow savings of \$1,643,170 (about \$149,000 annually). The present value of those cash flow savings is \$1,432,000, or about 3.60% of the refunded bonds. (see savings analysis and summary of refunding results)

The calendar provides for Commission approval at its May 18 meeting followed by LGC

approval at its June 2 monthly meeting. Should market conditions remain stable with the market retaining the recent rebound in municipal bond prices, the County should be able to achieve the desired savings level. Of course, the transaction will not be released if the County, LGC and bankers do not believe that the transaction will achieve the minimum required level of savings.

FINANCIAL IMPACT: Cash flow savings of \$1,643,170 (about \$149,000 annually)

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Extract of Minutes of a regular meeting of the Board of Commissioner of the County of Union, North Carolina held at the Union County Government Center, First Floor, Board Room, Monroe, North Carolina, at 7:00 p.m. on May 18, 2009.

* * *

The following members were present:

The following members were absent:

Also present:

Commissioner _____ moved that the following resolution (the "*Resolution*"), a copy of which was available with the Clerk to the Board of Commissioners and which was read by title, be adopted:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE

WHEREAS, the Board of Commissioners (the "*Board*") of the County of Union, North Carolina (the "*County*") is considering the issuance of bonds (the "*Bonds*") of the County which shall be for the following purposes and in the following maximum amount:

Not to exceed \$45,000,000 of General Obligation Refunding Bonds to pay the costs of refunding in advance of their maturities all or a portion of \$1,830,000 aggregate principal amount of the County of Union, North Carolina General Obligation Refunding Bonds, Series 1996 maturing on March 1, 2010 and March 1, 2011 and \$38,000,000 aggregate principal amount of the County of Union, North Carolina General Obligation School Bonds, Series 2001 maturing on and after March 1, 2012.

WHEREAS, the Board must make certain findings of fact in order to enable the Local Government Commission of the State of North Carolina to make certain determinations as set forth in Section 159-52 of the General Statutes of North Carolina.

NOW, THEREFORE, BE IT RESOLVED that the Board, meeting in open session on the 18th day of May, 2009, has made the following factual findings in regard to this matter:

A. ***Facts Regarding Necessity of Proposed Financing.*** The proposed bonds are necessary and expedient to lower debt service costs to the County.

B. ***Facts Supporting the Amount of Bonds Proposed.*** The sums estimated for these bonds are adequate and not excessive for the proposed purpose.

C. ***Past Debt Management Policies.*** The County's debt management policies have been carried out in compliance with law. The County employs a Finance Director to oversee compliance with applicable laws relating to debt management. The Board requires annual audits of County finances. In

connection with these audits, compliance with laws is reviewed. The County is not in default in any of its debt service obligations. The County Attorney reviews all debt-related documents for compliance with laws.

D. ***Past Budgetary and Fiscal Management Policies.*** The County's budgetary and fiscal management policies have been carried out in compliance with laws. Annual budgets are closely reviewed by the Board before final approval of budget ordinances. Budget amendments changing a function total or between functions are presented to the Board at regular Board meetings. The Finance Director presents financial information to the Board that shows budget to actual comparisons annually and otherwise as the County Manager deems necessary or as a member of the Board may request.

E. ***Retirement of Debt.*** The schedule for issuing the bonds does not require a property tax increase. The schedule for issuance calls for issuing all of the bonds in Fiscal Year 2009, but issuance may be delayed until such time as the County receives sufficient net present value savings therefrom.

F. ***Direction to Retain Bond Counsel and Underwriters.*** That the County Manager and the Finance Director, with advice from the County Attorney, are hereby authorized and directed to retain (1) Parker Poe Adams & Bernstein LLP, Charlotte, North Carolina, as bond counsel, and (2) BB&T Capital Markets, a division of Scott & Stringfellow, LLC and Wachovia Bank, National Association, each of Charlotte, North Carolina, as underwriters for the Bonds.

On motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled "**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE**" was duly adopted by the following vote:

AYES:

NAYS:

STATE OF NORTH CAROLINA)
)
COUNTY OF UNION) ss:

I, *Lynn West*, Clerk to the Board of Commissioners of the County of Union, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE**” adopted by the Board of Commissioners of the County of Union, North Carolina, at a regular meeting held on the 18th day of May, 2009.

WITNESS my hand and the seal of the County of Union, North Carolina, this the __ day of May, 2009.

Lynn West
Clerk to the Board of Commissioners
County of Union, North Carolina

Extract of Minutes of a regular meeting of the Board of Commissioner of the County of Union, North Carolina held at the Union County Government Center, First Floor, Board Room, Monroe, North Carolina, at 7:00 p.m. on May 18, 2009.

* * *

The following members were present:

The following members were absent:

Also present:

Commissioner _____ introduced the following bond order (the “*Bond Order*”) by reading the title thereof and moved that the Bond Order be adopted:

**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$45,000,000
GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF UNION, NORTH CAROLINA**

WHEREAS, the County of Union, North Carolina (the “*County*”) has issued (1) \$26,300,000 aggregate principal amount of its General Obligation Refunding Bonds, Series 1996 (the “*1996 Bonds*”) and (2) \$56,700,000 aggregate principal amount of its General Obligation School Bonds, Series 2001 (the “*2001 Bonds*”);

WHEREAS, the Board of Commissioners of the County (the “*Board*”) deems it advisable to refund all or a portion of \$1,830,000 of the 1996 Bonds maturing on March 1, 2010 and March 1, 2011 and \$38,000,000 aggregate principal amount of the 2001 Bonds maturing on and after March 1, 2012 (collectively, the “*Refunded Bonds*”);

NOW, THEREFORE, BE IT ORDERED by the Board as follows:

Section 1. The Board deems it advisable to refund all or a portion of the Refunded Bonds.

Section 2. To raise the money required to pay the costs of refunding the Refunded Bonds as set forth above, General Obligation Refunding Bonds of the County are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such General Obligation Refunding Bonds authorized by this bond order shall be and not exceed \$45,000,000.

Section 3. A tax sufficient to pay the principal of and interest on said General Obligation Refunding Bonds when due shall be annually levied and collected.

Section 4. A sworn statement of the County’s debt has been filed with the Clerk to the Board and is open to public inspection.

Section 5. This bond order shall take effect on its adoption.

Adopted by unanimous consent without change or amendment.

As prescribed by The Local Government Bond Act, the Clerk to the Board is directed to publish a notice of adoption of the bond order titled, "**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$45,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF UNION, NORTH CAROLINA,**" which was introduced at the meeting of the Board held on May 18, 2009.

APPENDIX A

Form of Bond

No. RC-

\$

**UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA
COUNTY OF UNION**

INTEREST

RATE

MATURITY DATE

DATED DATE

CUSIP

MARCH 1, _____

_____, 2009

906395__

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: DOLLARS

GENERAL OBLIGATION REFUNDING BOND, SERIES 2009C

THE COUNTY OF UNION, NORTH CAROLINA (the "*County*") acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, on surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this Bond until it shall mature at the Interest Rate per annum specified above, payable on September 1, 2009 and semiannually thereafter on March 1 and September 1 of each year. Principal of and interest on this Bond are payable in immediately available funds to The Depository Trust Company ("*DTC*") or its nominee as registered owner of the Bonds and is payable to the owner of the Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The County is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Finance Act, a bond order adopted by the Board of Commissioners of the County on May 18, 2009 and effective on the date of its adoption. The Bonds are issued to provide funds to refund in advance of their maturities all or a portion of (1) \$1,830,000 aggregate principal amount of the County of Union, North Carolina General Obligation Refunding Bonds, Series 1996 maturing on March 1, 2010 and March 1, 2011 and (2) \$38,000,000 aggregate principal amount of the County of Union, North Carolina General Obligation School Bonds, Series 2001 maturing on and after March 1, 2012.

The Bonds maturing on or before _____, 20__ are not subject to redemption before maturity. The Bonds maturing after _____, 20__ are subject to redemption before maturity, at the option of the County, from any moneys that may be made available for such purpose, either in whole or in part on any date on or after _____, 20__, at the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, [without premium].

If less than all of the Bonds are called for redemption, the County shall select the maturity or maturities of the Bonds to be redeemed in such manner as the County in its discretion may determine and DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot;

provided, however, that the portion of any Bond to be redeemed is to be in principal amount of \$5,000 or integral multiples thereof and that, in selecting Bonds for redemption, each Bond is to be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. Whenever the County elects to redeem Bonds, notice of such redemption of Bonds, stating the redemption date, redemption price and identifying the Bonds or portions thereof to be redeemed by reference to their numbers and further stating that on such redemption date there shall become due and payable on each Bond or portion thereof so to be redeemed, the principal thereof, redemption premium and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, is to be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of the Bonds, by prepaid certified or registered United States mail, at the address provided to the County by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC is not the registered owner of the Bonds, the County will give notice at the time set forth above by prepaid first class United States mail to the then-registered owners of the Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the County.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, and that the amount of this Bond, together with all other indebtedness of the County, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the County are hereby pledged to the punctual payment of the principal of and interest on this Bond in accordance with its terms.

This Bond is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission.

IN WITNESS WHEREOF, the County has caused this Bond to bear the original or facsimile of the signatures of the Chairman of the Board of Commissioners of the County and the Clerk to the Board of Commissioners of the County and an original or facsimile of the seal of the County to be imprinted hereon and this Bond to be dated as of the Dated Date above.

(SEAL)

Clerk to the
Board of Commissioners

Chairman,
Board of Commissioners

Date of Execution: _____, 2009

The issue hereof has been approved under the provisions of The Local Government Bond Act.

T. VANCE HOLLOMAN
Secretary of the Local Government Commission

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to register the transfer of the within Bond on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature guaranteed by: _____

NOTICE: Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program ("*Stamp*") or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration, enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRE

Extract of Minutes of a regular meeting of the Board of Commissioner of the County of Union, North Carolina held at the Union County Government Center, First Floor, Board Room, Monroe, North Carolina, at 7:00 p.m. on May 18, 2009.

A regular meeting of the Board of Commissioners of the County of Union, North Carolina (the “*Board of Commissioners*”) was held in the Government Center, Board of Commissioners’ Room, Room 118, Monroe, North Carolina, at 7:00 p.m. on May 18, 2009 (the “*Meeting*”), after proper notice, and was called to order by the Chairman, and on the roll being called, the following members of the Board of Commissioners answered present:

The following members of the Board of Commissioners were absent

Also present:

Commissioners _____ moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$45,000,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009C OF THE COUNTY OF UNION, NORTH CAROLINA

WHEREAS, the Bond Order hereinafter-described has been adopted, and it is desirable to make provision for the issuance of the Bonds authorized by said Bond Order;

WHEREAS, the County of Union, North Carolina (the “*County*”) desires to issue its General Obligation Refunding Bonds, Series 2009C (the “*Bonds*”) and to request that the Local Government Commission (the “*Commission*”) sell the Bonds through a negotiated sale to BB&T Capital Markets, a division of Scott & Stringfellow, LLC, and Wachovia Bank, National Association (collectively, the “*Underwriters*”), in accordance with the terms and conditions set forth in a Bond Purchase Agreement to be dated on or about June 12, 2009 (the “*Bond Purchase Agreement*”) among the County, the Commission and the Underwriters;

WHEREAS, copies of the forms of the following documents relating to the transactions described

above have been filed with the County and have been made available to the Board of Commissioners of the County (the "*Board of Commissioners*");

1. the Bond Purchase Agreement;
2. the Preliminary Official Statement with respect to the Bonds to be dated on or about June 3, 2009, together with the Official Statement with respect to the Bonds to be dated on or about June 12, 2009 (collectively, the "*Official Statement*"); and
3. the Escrow Agreement dated as of June 1, 2009 (the "*Escrow Agreement*") between the County and Regions Bank (the "*Escrow Agent*").

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

Section 1. For purposes of this Resolution, the following words have the meanings ascribed to them below:

"Bond Order" means the Bond Order authorizing the General Obligation Refunding Bonds adopted by the Board of Commissioners on May 18, 2009 and effective on its adoption.

"Bonds" means the County's General Obligation Refunding Bonds, Series 2009C, authorized under the Bond Order.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto.

"Federal Securities" means (a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (b) obligations issued by any agency controlled or supervised by and acting as an instrumentality of the United States of America, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the Trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody's, if the Bonds are rated by Moody's, and S&P, if the Bonds are rated by S&P, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; or (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust

company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, *“Moody’s”* will be deemed to refer to any other nationally recognized rating agency other than S&P designed by the County.

“1996 Bonds” means \$26,300,000 aggregate principal amount of the County’s General Obligation Refunding Bonds, Series 1996, of which \$1,830,000 is currently outstanding.

“Pricing Certificate” means the certificate of the County’s Finance Director delivered in connection with the issuance of the Bonds which establishes with respect to the Bonds (1) the final maturity amounts, the interest payment dates and the provisions for redemption, all as agreed on in the Bond Purchase Agreement and (2) the disposition of the proceeds of the sale of the Bonds.

“Refunded Bonds” means, collectively, the 1996 Bonds and the Refunded 2001 Bonds.

“Refunded 2001 Bonds” means the 2001 Bonds maturing on and after March 1, 2012.

“S&P” means Standard & Poor’s Ratings Services, a Division of The McGraw-Hill Companies, Inc., its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, *“S&P”* will be deemed to refer to any other nationally recognized rating agency other than Moody’s designed by the County.

“2001 Bonds” means \$56,700,000 aggregate principal amount of the County’s General Obligation School Bonds, Series 2001, of which \$38,450,000 is currently outstanding.

Section 2. The County shall issue its Bonds in an aggregate principal amount not to exceed \$45,000,000.

Section 3. The Bonds shall be dated as of their date of issuance. The Bonds shall pay interest semiannually on March 1 and September 1, beginning September 1, 2009, unless the County Finance Director establishes different dates in his Pricing Certificate. The Bonds are being issued to refund any portion of the Refunded Bonds that will produce not less than 3% net present value aggregate savings to the County as certified by the Finance Director in the Pricing Certificate.

Section 4. The Bonds are payable in annual installments on March 1 in each year, unless the County Finance Director establishes different a date in his Pricing Certificate. The maturities of the Bonds will be as set forth in the Pricing Certificate.

Section 5. The Bonds are to be numbered from “RC-1” consecutively and upward and shall bear interest from their date at a rate or rates which will be hereafter determined on the sale thereof computed on the basis of a 360-day year of twelve 30-day months.

Section 6. The Bonds are to be registered as to principal and interest, and the Finance Director is directed to maintain the registration records with respect thereto. The Bonds shall bear the

original or facsimile signatures of the Chairman of the Board of Commissioners or County Manager of the County and the Clerk to the Board of Commissioners. An original or facsimile of the seal of the County is to be imprinted on each of the Bonds.

Section 7. The Bonds will initially be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the Bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Interest on the Bonds will be payable to DTC or its nominee as registered owner of the Bonds in immediately available funds. The principal of and interest on the Bonds will be payable to owners of Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The County will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Finance Director for the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the County will discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County will authenticate and deliver replacement bonds in accordance with DTC’s rules and procedures.

Section 8. If the Pricing Certificate designates a date for the Bonds on and after which the Bonds are subject to redemption, then such Bonds are subject to redemption before maturity, at the option of the County, from any money that may be made available for such purpose, either in whole or in part on any date on or after the date set forth in the Pricing Certificate, at the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, with such redemption premium, if any, designated for the Bonds in the Pricing Certificate.

If the Bonds are subject to optional redemption and if less than all the Bonds are called for redemption, the County shall select the maturity or maturities of the Bonds to be redeemed in such manner as the County in its discretion may determine, and DTC and its participants shall determine which Bonds within a maturity are to be redeemed by lot; *provided, however*, that the portion of any Bond to be redeemed must be in principal amount of \$5,000 or integral multiples thereof and that, in selecting Bonds for redemption, each Bond is to be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. When the County elects to redeem any Bonds, notice of such redemption of such Bonds, stating the redemption date, redemption price and identifying the Bonds or portions thereof to be redeemed by reference to their numbers and further stating that on such redemption date there are due and payable on each Bond or portion thereof so to be redeemed, the principal thereof and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, is to be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of such Bonds, by prepaid certified or registered United States mail, at the address provided to the County by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC is not the registered owner of such Bonds, the County will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of such Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the County. The County will also mail or transmit by facsimile a copy of the notice of redemption within the time set forth above (1) to the

Commission, (2) to each of the then-existing securities depositories and (3) to at least two of the then-existing national information services.

Section 9. The Bonds and the provisions for the registration of the Bonds and for the approval of the Bonds by the Secretary of the Local Government Commission are to be in substantially the form set forth in the Appendix A hereto.

Section 10. The County covenants to take such action as may be required in the opinion of nationally recognized bond counsel to cause the Bonds and all actions of the County with respect to the proceeds thereof to comply with Code. In particular, the County covenants as follows:

(a) At least one of the following two conditions will be satisfied for the Bonds: (1) less than 10% of the proceeds of the Bonds, reduced by costs of issuance, will be used directly or indirectly in the business of a person other than a state or local governmental unit or (2) less than 10% of the principal or interest on the Bonds will be (under the terms of such issue or any underlying arrangement) directly or indirectly (A) secured by an interest in property used or to be used in a private business or any interest in payments made with respect to such property or (B) to be derived from payments made with respect to property, or borrowed money, used or to be used in a private business;

(b) At least one of the following two conditions will be satisfied: (i) less than 5% of the proceeds of the Bonds reduced by costs of issuance will be used by nongovernmental persons for a use unrelated or disproportionate to the purposes for which the Bonds were issued or (ii) less than 5% of the principal or interest on the Bonds will be (under the terms of such issue or any underlying arrangement) directly or indirectly (A) secured by an interest in property used or to be used in a private business described in (i) or by any interest in payments made with respect to such property or (B) derived from payments made with respect to property the use of which is described in (i), or borrowed money, used or to be used in a private business;

(c) It will not loan directly or indirectly more than 5% of the proceeds of the Bonds to nongovernmental persons;

(d) It will not enter into any management contract with respect to the facilities refinanced with the proceeds of the Bonds unless it obtains an opinion of nationally recognized bond counsel that such management contract will not impair the exclusion from a recipient's gross income for federal income tax purposes of the interest on the Bonds;

(e) The County acknowledges that the continued exclusion of interest on the Bonds from a recipient's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The County covenants to comply with all the requirements of Section 148 of the Code, including the rebate requirements, and it shall not permit at any time any of the proceeds of the Bonds or other funds of the County to be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Bonds to be "*arbitrage bonds*" for purposes of Section 148 of the Code;

(f) The Bonds shall not be "*federally guaranteed*" as defined in Section 149(b) of the Code;

(g) The County covenants to file or cause to be filed Form 8038G with respect to the Bonds in accordance with Section 149(e) of the Code.

Section 11. The Finance Director (1) shall cause a portion of the proceeds of the sale of the Bonds to be applied to redeem all or a portion of the 1996 Bonds on the date that the Bonds are issued and (2) shall deposit the portion of the proceeds of the sale of the Bonds necessary to defease and redeem all or a portion of the Refunded 2001 Bonds with the Escrow Agent in an Escrow Fund created pursuant to the Escrow Agreement, each as more fully set forth in the Pricing Certificate. The Finance Director shall deposit the balance of the proceeds of the sale of the Bonds in a special account to be designated "*County of Union, North Carolina General Obligation Refunding Bonds, Series 2009C Cost of Issuance Account*" (the "*Cost of Issuance Account*") and apply such funds to pay the costs of issuance of the Bonds. The Finance Director shall transfer any money remaining in the Cost of Issuance Account on August 31, 2009 to pay the interest on the Bonds on the next interest payment date therefor.

Section 12. Actions taken by officials of the County to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

Section 13. The Commission is hereby requested to sell the Bonds through a negotiated sale to the Underwriters pursuant to the terms of the Bond Purchase Agreement at a true interest cost not to exceed 3.25%. The form and content of the Bond Purchase Agreement are in all respects approved and confirmed, and the Chairman of the Board of Commissioners, the County Manager or the Finance Director is hereby authorized, empowered and directed to execute and deliver the Bond Purchase Agreement for and on behalf of the County, including necessary counterparts, in substantially the form and content presented to the County, but with such changes, modifications, additions or deletions therein as he may deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the Board of Commissioners' approval of any and all such changes, modifications, additions or deletions therein, and that from and after the execution and delivery of the Bond Purchase Agreement, the Chairman of the Board of Commissioners, the County Manager and the Finance Director are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Purchase Agreement as executed.

Section 14. The form and content of the Escrow Agreement are in all respects approved and confirmed, and the Chairman of the Board of Commissioners, the County Manager or the Finance Director is hereby authorized, empowered and directed to execute and deliver the Escrow Agreement for and on behalf of the County, including necessary counterparts, in substantially the form and content presented to the County, but with such changes, modifications, additions or deletions therein as he may deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the Board of Commissioners' approval of any and all such changes, modifications, additions or deletions therein, and that from and after the execution and delivery of the Escrow Agreement, the Chairman of the Board of Commissioners, the County Manager and the Finance Director are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Escrow Agreement as executed.

Section 15. The Chairman of the Board of Commissioners, the County Manager, the Finance Director and the Clerk to the Board of Commissioners are hereby authorized and directed to cause the Bonds to be prepared and, when they shall have been duly sold by the Commission, to execute the Bonds and to turn the Bonds over to the registrar and transfer agent of the County for delivery through the facilities of DTC to the Underwriters.

Section 16. The form and content of the Official Statement are in all respects authorized, approved and confirmed, and the Chairman of the Board of Commissioners, the County Manager, the Finance Director and the Clerk to the Board of Commissioners are authorized, empowered and directed to execute and deliver the Official Statement in substantially the form and content presented to the Board of Commissioners, but with such changes, modifications, additions or deletions therein as the Chairman of the Board of Commissioners, County Manager or the Finance Director may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the approval of the Board of Commissioners of any and all changes, modifications, additions or deletions therein from the form and content of the Official Statement presented to the Board of Commissioners.

Section 17. The Chairman of the Board of Commissioners, the County Manager, the Finance Director and the Clerk to the Board of Commissioners are authorized and directed to execute and deliver for and on behalf of the County any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated hereinabove or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 18. The County agrees, in accordance with Rule 15c2-12 (the "*Rule*") promulgated by the Securities and Exchange Commission (the "*SEC*") and for the benefit of the Registered Owners and beneficial owners of the Bonds, as follows:

(1) by not later than seven months after the end of each Fiscal Year to the Municipal Securities Rulemaking Board (the "*MSRB*"), the audited financial statements of the County for the preceding Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the County for such Fiscal Year to be replaced subsequently by audited financial statements of the County to be delivered within 15 days after such audited financial statements become available for distribution;

(2) by not later than seven months after the end of each Fiscal Year to the MSRB, (a) the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the captions "**THE COUNTY--DEBT INFORMATION**" and "**--TAX INFORMATION**" (excluding information on overlapping units) in the Official Statement referred to in Section 16 and (b) the combined budget of the County for the current Fiscal Year to the extent such items are not included in the audited financial statements referred to in clause (1) above;

(3) in a timely manner to provide in a timely manner to the MSRB, notice of the occurrence of any of the following events with respect to the Bonds, if material:

(a) principal and interest payment delinquencies;

- (b) non-payment related defaults;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements for the Bonds reflecting financial difficulties;
- (e) substitution of any credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (g) modification to the rights of the beneficial owners of the Bonds;
- (h) call of any of the Bonds for redemption, other than sinking fund redemptions;
- (i) defeasance of any of the Bonds;
- (j) release, substitution or sale of any property securing repayment of the Bonds;
- (k) rating changes on the Bonds; and

(4) in a timely manner to the MSRB, notice of the failure by the County to provide the required annual financial information described in (1) and (2) above on or before the date specified.

The County agrees that its undertaking under this Paragraph is intended to be for the benefit of the registered owners and the beneficial owners of the Bonds and is enforceable by any of the registered owners and the beneficial owners of the Bonds, including an action for specific performance of the County's obligations under this Paragraph, but a failure to comply will not be an event of default and will not result in acceleration of the payment of the Bonds. An action must be instituted, had and maintained in the manner provided in this Paragraph for the benefit of all of the registered owners and beneficial owners of the Bonds.

All documents provided to the MSRB as described in this Paragraph shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The County may discharge its undertaking described above by providing such information in a manner the SEC subsequently authorizes in lieu of the manner described above.

The County may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County, but:

(1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the County;

(2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of the Official Statement, after taking into

account any amendments or interpretations of the Rule as well as any changes in circumstances;

(3) any such modification does not materially impair the interest of the registered owners or the beneficial owners, as determined by nationally recognized bond counsel or by the approving vote of the registered owners of a majority in principal amount of the Bonds.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Paragraph terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the Bonds.

Section 19. Those portions of this Resolution other than Section 18 may be amended or supplemented, from time to time, without the consent of the owners of the Bonds if in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owners of the Bonds and would not cause the interest on the Bonds to be included in the gross income of a recipient thereof for federal income tax purposes. This Resolution may be amended or supplemented with the consent of the owners of a majority in aggregate principal amount of the outstanding Bonds, exclusive of Bonds, if any, owned by the County, but a modification or amendment (1) may not, without the express consent of any owner of Bonds, reduce the principal amount of any Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable, or reduce the percentage of consent required for amendment or modification and (2) as to an amendment to Section 20, must be limited as described therein.

Any act done pursuant to a modification or amendment consented to by the owners of the Bonds is binding on all owners of the Bonds and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no owner of a Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the County from taking any action pursuant to a modification or amendment.

If the County proposes an amendment or supplemental resolution to this Resolution requiring the consent of the owners of the Bonds, the Registrar shall, on being satisfactorily indemnified with respect to expenses, cause notice of the proposed amendment to be sent to each owner of the Bonds then outstanding by first-class mail, postage prepaid, to the address of such owner as it appears on the registration books; but the failure to receive such notice by mailing by any owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal office of the Registrar for inspection by all owners of the Bonds. If, within 60 days or such longer period as shall be prescribed by the County following the giving of such notice, the owners of a majority in aggregate principal amount of Bonds then outstanding have consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

Section 20. Nothing in this Resolution precludes (a) the payment of the Bonds from the proceeds of refunding bonds or (b) the payment of the Bonds from any legally available funds.

If the County causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owners of the Bonds the principal of the Bonds (including interest to become due thereon) and, premium, if any, on the Bonds, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, moneys sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, the County shall so notify Moody's and S&P, and then such Bonds shall be considered to have been discharged and satisfied, and the principal of the Bonds (including premium, if any, and interest thereon) shall no longer be deemed to be outstanding and unpaid; provided, however, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the County receives an opinion of a nationally recognized accounting firm that the segregated moneys or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance, the County shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. Provisions shall be made by the County, for the mailing of a notice to the owners of the Bonds that such moneys are so available for such payment.

Section 21. All acts and doings of the Chairman of the Board of Commissioners, the County Manager, the Finance Director and the Clerk to the Board of Commissioners that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the Bond Purchase Agreement are in all respects approved and confirmed.

Section 22. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Bonds authorized hereunder.

Section 23. All resolutions or parts thereof of the Board of Commissioners in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 24. This Bond Resolution is effective on its adoption.

On motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled "A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$45,000,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009C OF THE COUNTY OF UNION, NORTH CAROLINA" was duly adopted by the following vote:

AYES:

NAYS:

STATE OF NORTH CAROLINA)
)
COUNTY OF UNION) ss:

I, *Lynn West*, Clerk to the Board of Commissioners of the County of Union, North Carolina, “**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF UNION, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$45,000,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009C OF THE COUNTY OF UNION, NORTH CAROLINA**” adopted by the Board of Commissioners of the County of Union, North Carolina, at a meeting held on the 18th day of May, 2009.

WITNESS my hand and the corporate seal of the County of Union, North Carolina, this the 18th day of May, 2009.

Lynn West
Clerk to the Board
County of Union, North Carolina



Union County, North Carolina
General Obligation Refunding Bonds, Series 2009A



May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

FINANCING TIMETABLE

May

Date	Event	Party
Week of 05/11	Conference call with the LGC	All
05/12/09	Distribute first drafts of Bond Documents	BC
05/14/09	Distribute first drafts of Preliminary Official Statement (POS)	UC
	Forward updated information to the Rating Agencies	Union, FA
05/15/09	Submit application to the Local Government Commission	Union
05/18/09	County Commissioners' Meeting	
	Adopt Resolution and Bond Order	Union
Week of 05/18	Financing Documents review session	All
	Rating Agency Due Diligence Calls	Union, UW
05/25/09	Memorial Day (<i>observed</i>)	
05/28/09	Distribute second drafts of Financing Documents	BC, UC

June

06/01/09	County Commissioners' Meeting	
	Conference Call to review Financing Documents	UC
06/02/09	Receive LGC approval	LGC, UW
	Receive Ratings	Union, UW
	Circulate change pages to Financing Documents	BC, UC
06/03/09	Final Comments due on POS	All
	Post, print and mail POS	UC, UW
06/11/09	Pricing	Union, LGC, UW
06/12/09	Sign Bond Purchase Agreement	UW
06/15/09	County Commissioners' Meeting	
06/16/09	Publish final Official Statement	UC, LGC
06/24/09	Pre-Closing	All
06/25/09	Closing	All

Legend

Issuer	Union County	CNTY
Bond Counsel	Parker Poe Adams & Bernstein	BC
State Authorization	Local Government Commission	LGC
Underwriter	BB&T Capital Markets	UW
	Wachovia Securities (co-manager)	
Underwriter's Counsel	Robinson, Bradshaw & Hinson	UC
Escrow Bidding Agent	TBD	BA
Verification Agent	TBD	VA

SUMMARY OF REFUNDING RESULTS

Union County, North Carolina
Fixed Rate Refunding of 1996 & 2001 GO Bonds
(Market Conditions as of May 7, 2009) – March Prin, not callable

Dated Date	07/22/2009
Delivery Date	07/22/2009
Arbitrage yield	2.708906%
Escrow yield	0.744840%
Bond Par Amount	41,045,000.00
True Interest Cost	2.796743%
Net Interest Cost	2.933902%
All-In TIC	2.854677%
Average Coupon	3.972532%
Average Life	6.483
Par amount of refunded bonds	39,830,000.00
Average coupon of refunded bonds	4.753736%
Average life of refunded bonds	6.708
PV of prior debt to 07/22/2009 @ 2.708906%	45,459,620.72
Net PV Savings	1,432,938.04
Percentage savings of refunded bonds	3.597635%
Percentage savings of refunding bonds	3.491139%

SAVINGS

**Union County, North Carolina
Fixed Rate Refunding of 1996 & 2001 GO Bonds
(Market Conditions as of May 7, 2009) – March Prin, not callable**

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 07/22/2009 @ 2.7089059%
06/30/2010	2,930,160.00	2,788,389.17	141,770.83	144,981.88
06/30/2011	2,646,600.00	2,496,275.00	150,325.00	142,785.01
06/30/2012	4,555,000.00	4,405,650.00	149,350.00	141,496.20
06/30/2013	4,424,375.00	4,276,650.00	147,725.00	135,917.05
06/30/2014	5,843,750.00	5,694,500.00	149,250.00	133,395.73
06/30/2015	5,639,500.00	5,487,200.00	152,300.00	132,058.05
06/30/2016	5,885,250.00	5,733,800.00	151,450.00	127,665.68
06/30/2017	6,009,625.00	5,858,600.00	151,025.00	123,734.54
06/30/2018	5,767,375.00	5,615,800.00	151,575.00	120,673.93
06/30/2019	5,525,125.00	5,374,600.00	150,525.00	116,444.76
06/30/2020	4,032,875.00	3,885,000.00	147,875.00	111,144.26
	53,259,635.00	51,616,464.17	1,643,170.83	1,430,297.07

Savings Summary

Dated Date	07/22/2009
Delivery Date	07/22/2009
PV of savings from cash flow	1,430,297.07
Plus: Refunding funds on hand	2,640.97
Net PV Savings	1,432,938.04

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 18 May 2009

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

SUBJECT: Energy Efficiency and Conservation Block Grant

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

ATTACHMENT(S):

1. Letter from Centralina Council of Governments
2. Proposed Scope of Services
3. Proposed Contract for development of the EECBG application
4. Proposed Contract for the development of the EECBG Strategy Plan

INFORMATION CONTACT:

Matthew Delk, Asst. Manager
Dean Glenn, Construction Manager

TELEPHONE NUMBERS:

Delk, 704-283-3656
Glenn, 704-283-3516

DEPARTMENT'S RECOMMENDED ACTION: Authorize application for \$751,800 from the Energy Efficiency and Conservation Block Grant, to authorize the County Manager to contract with Centralina Council of Governments to prepare the EECBG application, and to authorize the County Manager to contract with the Centralina Council of Governments to prepare the EECBG Strategy Plan.

BACKGROUND: As part of the American Recovery and Investment Plan of 2009, Union County has been allocated \$751,800 under the Department of Energy's Energy Efficiency and Conservation Block Grant Program. In order to receive the funds, the County must submit a detailed application package to the DOE by June 25 and must submit, within 120 days, a detailed Energy Efficiency and Conservation Strategy. Union County is very fortunate to receive a direct allocation; most local governments will have to compete for EECBG funds through a competitive process to be administered by the State of North Carolina. The grant funds will pay for a wide array of energy efficiency and conservation measures, to include retrofit projects on existing facilities that will lower future utility expenses. The grant appears to give us flexibility to pay for retrofit projects for school buildings.

After thorough review of the requirements for the grant, staff concluded that we do not have the administrative capacity to properly prepare the required application and the required strategy plan. In order to meet these first two requirements, staff negotiated the attached agreements with the Centralina Council of Governments. The agreements were prepared separately, as we will be able to pay for the development of the strategy plan (\$7925) from the proceeds of the grant, but not the application (\$9985). We were able to reduce cost of the application by using

22.5 member hours from Centralina, which is the remainder of our FY 08-09 allocation from Centralina that we receive by being a member of CCOG. Both amounts are a "not to exceed" amount.

Please note that there is not a cash match requirement to receive the \$751,800 allocated for Union County. Further note that this is for the first two steps only (application and strategy plan). We will need to make decisions at a later time regarding the actual administration of the funds, and the Board will have an opportunity to provide direction regarding which EECBG eligible projects we will complete with the grant funds.

FINANCIAL IMPACT: up to \$9,985

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



May 1, 2009

Mr. Matthew Delk, Assistant County Manager
Union County
500 North Main Street, Suite 904
Monroe, NC 28112

Dear Matthew:

Per our recent discussions, I am submitting the attached proposed scope of services to provide assistance to the County in applying for funds through the *Energy Efficiency and Conservation Block Grant* program. Along with application research, development and writing, staff will also develop an Energy Efficiency and Conservation Strategy Plan (EECSP), as required for eventual receipt of these funds.

Jason Wager will act as project manager and Rich Deming will serve as project coordinator, providing day to day technical assistance and advisement for the duration of the project. Unless otherwise agreed to, proposed meetings will be arranged and hosted by Union County.

The total cost for providing these services is estimated to be \$17,910. This figure is the combination of cost estimates of \$9,985 for the Energy Efficiency and Conservation Block Grant application, which includes the use of three (3) blocks of member hours (22.5 hours) from the County's FY 2008-09 allocation and \$7,925 for the development of the EECSP. These services are separated to allow the County the potential to pursue recovery of the costs of the EECSP's development, per grant guidance. Two (2) service contracts are included for signature by you or the County Manager. Work can begin once the agreements are signed and returned.

We look forward to working with the County on this project. Feel free to contact me or Jason Wager at (704) 372-2716 or jwager@centralina.org if you have any questions.

Sincerely,

Al Sharp
Executive Director

Enclosure

cc: Jason Wager, Community and Regional Planner
Rich Deming, Centralina Energy Consultant
Tonya Frye, Finance Director

**Midtown Plaza Building - 1300 Baxter Street, Suite 450
PO Box 35008, Charlotte, North Carolina 28235
Phone: 704-372-2416 Fax: 704-347-4710
www.centralina.org**

**SCOPE OF SERVICES
UNION COUNTY
ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT**

Overview:

As part of the American Recovery and Reinvestment Act of 2009, Union County has been awarded \$751,800 under the Department of Energy's (DOE) *Energy Efficiency and Conservation Block Grant* program (EECBP). Refer to Appendix A for a summary of requirements. In order to receive these funds, the county is required to submit the grant application to the Department of Energy and to complete a thorough *Energy Efficiency and Conservation Strategy Plan* (EECSP), as outlined in Appendix B.

Centralina Council of Governments (CCOG) hereby proposes the following scope of work to assist Union County in the completion of these initial requirements:

- Completion of EECBP application and submittal to the US DOE National Energy Technology Laboratory by the deadline of June 25, 2009
- Completion of the Union County EECSP and submittal by June 25, 2009.

The following schedule of CCOG deliverables is proposed:

1. May 19 (or earlier)—Service Agreement signed for Scope of Work.
2. May 21 (or earlier)— Meeting with Union staff to assess/prioritize possible projects for EECBP funding and preferred focus of EECSP.
3. Week of May 25th — Completion of vendor pricing for proposed projects. This assumes responsive vendors on budget proposal requests. Outline of proposed projects and grant budget due to Union Officials for review.
4. Week of May 25th — Meeting with Union staff to review outline and sharpen focus.
5. Week of June 1st — 1st Draft of Grant Application to Union Staff
6. Week of June 1st — 1st Draft of EECSP to Union Staff
7. Week of June 8th — 3rd Meeting with Union Staff to Finalize Grant app and EECSP strategy.
8. June 12 — Submittal of Completed Grant Application and EECSP, 2nd draft, to Union County Officials
9. June 16 — Comments for complete package required.
10. June 19 — Completion of grant package (3rd draft) submitted for final review, feedback received by 3 p.m., June 22nd.
11. Final grant application and EECSP filed at County offices on FedConnect, **June 23rd at a mutually agreed upon time**

Centralina Staff Responsibilities

Centralina Staff will take the lead on the research and writing related to the EECBP application and EECSP as well as ensuring that the project as a whole stays on schedule. Specific activities of staff include:

1. Attendance at meetings and completion of drafts as indicated in timeline.
2. Completion of Grant Application and delivery to Union County offices on Tuesday, June 23rd, 2009.
3. Analysis of supporting documents required based on specific projects (such as National Environmental Policy Act form F 451.1)
4. Completion of all required forms as decided in #3
5. Completion of specific project and complete grant budgets including Budget Information File SF 424A, Budget Justification File and Subaward Budget File.
6. Managing process of clarifying scopes of work, receiving cost estimates from vendors and incorporating into application.
7. Completion of EECSP for submittal with grant application (**see note*)
 - a. This may include coordination with County staff and adjacent communities, as called for in guidance provided.

Union County Staff Responsibilities

COG staff will generally rely on timely communication, guidance, and collaborative problem solving, as needed, from County staff. Specific activities that Union County will need to be responsible for include:

1. Gathering required information for grant process and applying/registering where necessary. (DUNS, Central Contract Registry, FedConnect)
2. Allowing reasonable scheduling of and attendance at 3 meetings to establish project and EECSP priorities.
3. Return of comments on drafts of application and EECSP as indicated in timeline.
4. Timely efforts to supply information requested by CCOG to complete application and EECSP or, where such information is not available, timely discussion of strategy to deal with issue.
5. Assist COG staff in making County staff and facilities available for completion of both the EECBP application and EECSP
6. Coordinate any signatures and meeting agenda item deadlines, as needed, prior to application
7. Coordination with CCOG staff by appropriate Union County officials to electronically submit grant components on scheduled submittal date of June 23rd.

CCOG Staff Dedicated to this Project

Jason Wager and Richard Deming will be the key staff assigned to this project. Jason will serve as Project Manager and Rich will be responsible for technical advisement, writing, research, and related activities in his role as Project Coordinator.

Jason, having worked at Centralina since 1996, has diverse experiences working with communities on land use planning and sustainable growth issues that balance economic, environmental, and social opportunities and challenges. He has been involved in a variety of projects including group facilitation and consensus building, community development initiatives, land use plan preparation, ordinance writing/amendments, and site plan reviews of commercial and residential projects. Additional experience includes: writing grants, consultation on air quality, energy, recreation, solid waste, and water quality regulations and issues. Jason also serves as Coordinator for the Centralina Clean Fuels

Coalition, representing the US DOE Clean Cities program in the Greater Charlotte Region. He assists local government fleets and public works departments with data support, grant writing, project development, and procurement decisions on value-added projects.

Rich has a long background in construction and energy projects, particularly sustainable/renewable energy and building. Rich has successfully written a number of energy-related grants and holds unlimited GC licenses in NC and FL. Rich also served for two years as an in-house general contractor for Bank of America navigating complex building system problems and ultimately managing construction of commercial redevelopment projects in Florida. Rich holds degrees in political science and journalism and was named a 2008 Sustainability Champion by the NC Sustainable Business Council.

Cost:

The estimated cost to complete the services outlined above are broken out here for the application process and the Energy Efficiency and Conservation Strategy in the event that the County is able to reimburse itself from the grant for the EECSP development expenses.** Therefore, two (2) separate service agreements are also attached.

The total cost for providing these services is estimated to be \$17,910. This figure is the combination of cost estimates of \$9,985 for the Energy Efficiency and Conservation Block Grant application, which includes the use of three (3) blocks of member hours (22.5 hours) from the County's FY 2008-09 allocation and \$7,925 for the development of the EECSP.

Notes:

* There is little guidance on the depth or amount of detail required for the EECSP at the time of this proposal's development. What we do know from "FedConnect" is that it: *Should be focused on the specific activities of the eligible entity. There are no evaluative criteria per se, but DOE will be looking at some of the following: are the goals and objectives clear and obtainable? Do the activities proposed support the goals and objectives? Is the project sustainable? Will it provide a long-term benefit? Is there a plan for leveraging funds? Is there a plan for working with other entities? Will it improve energy efficiency or reduce total energy use? Will it retain jobs and stimulate the economy?* Therefore, we assume that DOE will be satisfied with the basic document proposed here, designed to meet this guidance. However, CCOG cannot guarantee acceptance by DOE of this draft. In the event that the EECSP is rejected, Union county Staff will still have 120 days from award date to resubmit the EECSP. CCOG staff will also be available to dedicate themselves to this task, at an agreed upon cost, at the request of Union County.

** Per "FedConnect" posted Q&A: *Pre-Award costs are incurred at the applicant's own risk. If you want to seek reimbursement for pre-award costs, be sure to detail the costs in your application. The request will be reviewed to ascertain if the costs were incurred in direct support of the project and whether the costs are reasonable, allowable, and allocable in accordance with the appropriate cost principles. DOE will not consider pre-award costs incurred prior to 2/17/09, the date the Recovery Act was signed. No funds are disbursed until after the award is signed.*

Appendix A

Summary of Grant Requirements for EECB Grants:

1. Must meet Grant deadline of June 25, 2009, 8 pm
2. Registry with DUNS, Central Contract Registry and FedConnect
3. All funds must be obligated within 18 months of grant award and all spent within 36 months.
4. Up to \$75,000 or 10% of grant, whichever is greater, may be spent on administrative costs
5. Required Forms:
 - a. *Grant Application Package SF-424*
 - b. *Project/Performance Site Locations*
 - c. *Financial Management Assessment*
 - d. *Environmental Questionnaire (depending on projects)*
 - e. *Energy Efficiency and Conservation Strategy Plan*
6. Required Reporting
 - a. *Special Status Report—special developments affecting project*
 - b. *Financial Reporting—Quarterly, due 10 days after each quarter ends*
Includes large array of financial, job and energy data
Includes ARRA Performance Progress Report
 - c. *Annual Reports—two years after funding and thereafter annually*
 - d. *Close Out Reporting--- Property Certification*

Appendix B

Generic Summary of Energy Efficiency and Conservation Strategy:

1. Brief Description of Strategy
 - a. Concise Summary of measureable goals and objectives
 - b. Align with purposes and eligible EECEBG program activities
 - c. Goals must be comprehensive and community-wide
 - d. Provide schedule or timetable for major milestones
 - e. How do these relate to existing or related strategy.
2. Implementation plan for the use of EECEBG Program Funds
 - a. How does this plan assist in achieving goals in #1
 - b. Include a summary of the activities/projects listed in application and plan.
 - c. Include how each activity supports one or more of your strategy goal & objectives.
3. How is government taking into account plans and activities of adjacent local governments
4. Plan to coordinate and share information with the state in which you are located to maximize energy efficiency and conservation.
5. Describe how the plan is designed to ensure that it sustains benefits beyond the EECEBG funding period.
6. Describe the auditing and monitoring procedures to ensure that funds are used for authorized purposes and every step is taken to prevent waste, fraud, error and abuse.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 18 May 2009

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

SUBJECT: Community Development Block Grant - Scattered Sites Housing

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

ATTACHMENT(S):
none

INFORMATION CONTACT:
Matthew Delk, Asst. Manager

TELEPHONE NUMBERS:
704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: To assign responsibility for receiving the grant to the City of Monroe as the lead entity for Union County, and to authorize the Manager to appoint a staff member to represent the unincorporated area of Union County on a committee coordinating the project.

BACKGROUND: The Federal Government, through Housing and Urban Development (HUD), provides Community Development Block Grant Program funds through a "Scattered Sites Housing Grant" every three years, with funds allotted by County. The grant is designed to perform limited work on low income homes, in order to bring the homes up to building code standards. Union County received funding from this program in 2003 and 2006. HUD announced that \$400,000 will be available to Union County through the program for the 2009 funding cycle.

CDBG requires a tremendous amount of administrative effort in order to properly conduct the program and account for funding. After review of the process and requirements, staff has concluded that the County lacks the administrative capacity and expertise to meet CDBG requirements. In prior grant cycles, Union County has coordinated with Monroe to be the lead entity for coordinating and accounting for the funds. If we continue this arrangement, Monroe would then be responsible for selecting and contracting with the administrator of the grant, to be paid out of the grant proceeds.

Monroe has, in the past, contracted with the Monroe-Union County Community Development Corporation to administer the grant. As the administrator of the previous two grants, MUCDC conducted outreach, took applications, screened eligibility, organized the committee, bid projects, coordinated with contractors, and maintained records. Even though the MUCDC

administered the grant, the lead entity (Monroe) was still required to perform many recordkeeping and grant closeout tasks.

Staff recommends that we continue the prior process with this grant by assigning the City of Monroe responsibility to be the lead entity for the grant, and to apply for funds allocated to Union County. Monroe needs to submit an application by July 30, 2009. No local match is required.

A Committee is normally established by the Grant Administrator (MUCCDC) to select eligible projects. Municipalities in the County may participate if they want projects in municipal limits to be eligible. The recommended action will authorize the County Manager to appoint a staff member to represent the County.

All Union County municipalities will have an opportunity to indicate whether or not they wish to participate in the Grant. If they elect to participate, they will be able to provide a representative to the Committee. By participating in the grant, projects that are located within the corporate limits of the municipality are eligible for consideration. Likewise, projects located within unincorporated Union County will be eligible to participate. Depending on the needs of the proposed projects, the grant could possibly rehabilitate as many as 15 structures.

Representatives from MUCCDC and Monroe will be present in case there are questions about previous grant cycles.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 5/18/2009

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

SUBJECT: Comprehensive Plan Work Session

DEPARTMENT: Planning

PUBLIC HEARING: No

ATTACHMENT(S):
Plan previously provided to Board.

INFORMATION CONTACT:
Richard Black

TELEPHONE NUMBERS:
704-292-2580

DEPARTMENT'S RECOMMENDED ACTION: Acceptance and consideration of a work session with Planning Board

BACKGROUND: Our consultant, Clarion Associates, has been working with the Union County Planning Board, the Planning staff, and a Steering Committee made up of representatives of various County organizations and agencies. We have engaged County staff, school officials, and representatives from our Union County municipalities in these discussions,

The draft plan has been reviewed by the Planning Board and the Planning Board has recommended adoption by the Board Commissioners. The process from here calls for the draft to be presented at a Board of Commissioners' Public Hearing, followed by consideration and action by the Board.

There is a lot of information in this plan, and we suggest that a Work Session with the Board of Commissioners would be helpful to facilitate review. We would arrange for our consultant team to present the plan, highlighting key themes, policies, and recommendations. We suggest that the Board of Commissioners schedule this Work Session, and invite members of our Planning Board to attend and participate in the discussion. There are new members now on our Planning Board, and their attendance at this Work Session would be a good opportunity for a briefing. Because the composition of the Planning Board has changed, we suggest that the draft plan subsequently be placed on a Planning Board agenda to allow the Board to offer any additional comments. Then the draft plan and the Planning Board's additional comments could be presented to the Board of Commissioners at a Public Hearing.

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: 18 May 2009

Action Agenda Item No. 15
(Central Admin. use only)

SUBJECT: Carolina Thread Trail Proposal

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

ATTACHMENT(S):
1. Resolution of Support
2. May 7 Memo explaining Proposal
3. Spreadsheet showing division of \$6,000 match

INFORMATION CONTACT:
Matthew Delk

TELEPHONE NUMBERS:
704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Approve Resolution of Support, and direct staff to work with Union County municipalities for a Planning Grant to Carolina Thread Trail

BACKGROUND: The Carolina Thread Trail will be a network of trails in this region that covers 15 Counties in the Piedmont Region. The first part of the recommended action is the approve the Resolution of Support. The second part of the recommended action to direct staff to work with Union County municipalities, other communities in our region, and Catawba Lands Conservancy Staff to develop a master plan for Union County Trails that will be a part of this regional system.

Travis Morehead from CTT is planning to attend the meeting.

FINANCIAL IMPACT: The County portion of the grant match is estimated to be \$4,000 or less, based on the number of municipalities that participate.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

UNION COUNTY, NORTH CAROLINA
RESOLUTION OF SUPPORT FOR CAROLINA THREAD TRAIL

WHEREAS, Union County Government is committed to maintaining and enhancing quality of life for its citizens and recognizes that the Carolina Thread Trail will contribute to quality of life by weaving together communities via a regional network of trails and greenways, eventually connecting fifteen counties and millions of citizens; and

WHEREAS, many communities in our region have taken a lead in planning and/or building local trails and greenways, and those efforts can be greatly enhanced by being connected to a larger regional network of trails; and

WHEREAS, trails and their green buffer areas will help improve the quality of the air we breathe by preserving trees and vegetation and by promoting non-motorized transportation, and will enhance the quality of our water through natural buffers and mitigation of storm water run-off; and

WHEREAS, trails and greenways provide key amenities to neighborhoods and safe areas for our citizens and children to travel, exercise, play and connect with nature away from heavily trafficked areas; and

WHEREAS, trails have significant impact on the economic viability of the region through increased levels of tourism, enhanced property values, added jobs related to the construction of and along the trail, as well as enhanced ability to attract and retain businesses to the region due to improved quality of life; and

WHEREAS, trails and greenways are freely accessible community assets offering opportunities for recreation and exercise to everyone, including children, youth and families, and provide safe places for people to experience a sense of community and create stronger social and family ties; and

WHEREAS, there is no second chance to protect the Carolinas' great resources in this unique way for our children, grandchildren and great grandchildren, and the cost of these invaluable resources will only increase in the future; and

WHEREAS, private funding is available to communities from the Carolina Thread Trail for planning and construction of regional trails, and this private funding will leverage public funding from federal, state and various sources.

NOW, THEREFORE, BE IT RESOLVED that the Union County Board of Commissioners supports the Carolina Thread Trail and is committed in concept to working with neighboring communities and with the Carolina Thread Trail to plan, design and build a system of trails that will connect our communities, people and special regional points of interest for years to come.

Adopted this 18th Day of May, 2009.

Attest:

Lynn West, Clerk to the Board
Union County Board of Commissioners

Lanny Openshaw, Chairman
Union County Board of Commissioners



OFFICE OF THE COMMISSIONERS AND MANAGER

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

TO: Al Greene, County Manager
FROM: Matthew Delk, Assistant Manager *MD*
RE: Carolina Thread Trail Proposal
DATE: May 7, 2009

Over the last two months, I have been involved in various discussions with various Union County municipal staff representatives, as well as Catawba Lands Conservancy Staff regarding the Carolina Thread Trail proposal. This effort is being coordinated by a non-profit organization, the Carolina Thread Trail, under the Catawba Lands Conservancy with the mission to plan, coordinate, and construct greenways and trails in the Piedmont area of North and South Carolina.

The Carolina Thread Trail is currently conducting community outreach in the region to obtain municipal and county support for the Trail. So far, CTT has obtained resolutions of support from 11 Union County municipalities, with three municipalities pending. The resolutions of support commit the entity to support the planning, design, and construction of the Trail in concept, but the resolution makes no specific financial commitments.

The Carolina Thread Trail proposes to pursue the project in four distinct phases (please see attached CTT document). First, CTT proposes funding planning grants to plan the routes and connection points. Second, CTT proposes to fund Corridor Design grants to design trails, standards of construction, and other factors to prepare the project for construction. Third, CTT proposes to fund acquisition grants to secure land, right of ways, and easements as specified in the corridor design. Finally, CTT proposes to fund Construction Grants to actually build the trails.

The Carolina Thread Trail has offered to provide planning grants with low cash match requirements to communities to prepare the plan required for the first phase. The Union County Managers and Clerks met and discussed pursuing one planning grant for Union County to include affected municipalities, instead of preparing individual plans. In order to apply for a \$60,000 planning grant, we will need to commit to a cash match of approximately \$6,000. The Managers and Clerks thought that it would be equitable to divide the match based on population statistics for each municipal government that

decides to participate (see attached chart). If all 14 municipalities participated, the cost to Union County will be approximately \$2,022.

Please note that the Planning grant discussed above is for the first phase of the project only. CTT has indicated that grant funds will be available for the second, third and fourth phases, but communities must complete a planning grant to be eligible.

The costs for the design and construction of trails and other improvements would be determined in the future, based on the needs identified in plan. Funding opportunities for those activities will be available in the future from Carolina Thread Trail and partner funding agencies. Approval of the resolution indicates conceptual support of the Thread Trail Proposal, but does not commit the County to participate in the plan. Likewise, participating in the planning process will not commit us to a certain time frame for design and construction – it is anticipated that the system will be built over a period of years. Participation in the planning grant is a CTT requirement to be considered for future grant funding for future projects, however.

The Managers and Clerks recommended pursuing the proposal in certain steps. Those steps are as follows:

1. Consideration and adoption of the Resolution of Support by each municipal board. The wording of the Resolution of Support does not commit to participation in any of the grants.
2. Union County would solicit “letters of interest” for participating in the planning grant from each municipal government, based on the population figures attached. If a municipal government opts not to participate, it will increase the participation percentage for the remaining governments.
3. After participants are identified, Union County will develop a Memorandum of Understanding to circulate to participants. The MOU will specify amount of payment per entity, and will specify responsibilities for the application and administration of the grant.
4. Application for the planning grant, and selection of a contractor to develop the plan.

I recommend that we discuss this matter with the Commissioners.

STEPS TO THE CAROLINA THREAD TRAIL

Private grants in combination with public funding sources will build The Thread.

1 **PLANNING GRANTS:** *Fund the creation of county-wide master greenway plans.*

Representatives from counties, municipalities and other interested parties will steer an inclusive process to identify routes and connection points for a network of trails. The result will be county-wide master greenway plans that include identification and prioritization of the Carolina Thread Trail segments which will then be eligible for design, acquisition and construction grants.

2 **CORRIDOR DESIGN GRANTS:** *Fund preliminary designs for Thread segments.*

Once a county-wide plan is created, communities will be ready to evaluate route feasibility and develop the look and character of a specific section. This process includes budgeting and preliminary design of acquirable segments of The Thread. The result will be designs that are ready for implementation into detailed construction plans.

3 **ACQUISITION GRANTS:** *Fund securing the land that will become The Thread.*

The third step of building The Thread is securing the land that we will use and view along the way. Some of that land will be existing public land, some will be purchased and some will be acquired by donation of conservation easements. The result will be natural lands to hike on and to enjoy along The Thread.

4 **CONSTRUCTION GRANTS:** *Fund the building of the Carolina Thread Trail.*

The final step along The Thread is completing construction drawings and engaging a contractor to build Thread segments. Thread surfaces will vary based on the characteristics of the terrain and the interests of the communities. The result – the Carolina Thread Trail!

Union Co/Cities	Population	Percentage	Matching \$
County - Cities	61458	0.337044268	\$ 2,022.27
Fairview	4853	0.026614531	\$ 159.69
Hemby Bridge	1859	0.010195016	\$ 61.17
Indian Trail	26010	0.142642478	\$ 855.85
Lake Park	3203	0.0175657	\$ 105.39
Marshville	3002	0.016463388	\$ 98.78
Marvin	2639	0.014472645	\$ 86.84
Mineral Springs	2401	0.01316742	\$ 79.00
Monroe	35966	0.197242574	\$ 1,183.46
Stallings	11331	0.062140789	\$ 372.84
Unionville	7474	0.040988461	\$ 245.93
Waxhaw	3788	0.020773922	\$ 124.64
Weddington	9496	0.052077392	\$ 312.46
Wesley Chapel	4793	0.026285482	\$ 157.71
Wingate	4071	0.022325933	\$ 133.96
TOTAL	182344	1	\$ 6,000.00

County	182344
cities population	120886
County-Cities	61458

AGENDA ITEM

22
MEETING DATE 5/18/09

The Union County
Commissioner Governance
Advisory Committee

Union County

Board of County Commissioners Governance Structure

Proposal:

The purpose of the Commissioner Governance Advisory Committee (CGAC) is to focus the diverse demographic interests from every region of Union County to address the best ways to represent the interests of the citizens of Union County as it pertains to the Board of Commissioners.

Mission

The mission of the Commissioner Governance Advisory Committee is to research and craft a proposal(s) that will offer an alternative or recommendation that representation stay the same as it pertains to the Governance structure of the Union County Board of Commissioners. Upon Commissioner acceptance, said proposal, if any, may be placed on the ballot as a referendum before the voters of Union County.

Instructions to the CGAC

The CGAC is charged to undertake its task by completing the following stages:

- **DISCOVERY:** To examine and review the Board of County Commissioners (BOCC) Governance structure of other North Carolina counties. The committee should investigate all applicable Federal and State laws that apply to county Governance and take the impending 2010 census data into consideration.
- **CLASSIFY:** To identify, explore and critique various types and styles of Governance, but not necessarily limited to types and styles used in other North Carolina counties. Critique shall include pros and cons for all scenarios with references of any statistical data and/or comparable practices in other areas similar in geographical makeup, growth patterns, demographics, etc. to Union County.
- **SURVEY:** Seek and accept comments, opinion and testimony from Union County citizens on the style and type of government they would prefer.
- **ASSEMBLY:** After the assemblage of data, material and opinion, the CGAC should seek to identify and narrow the number of Governance options seen as feasible choices for Union County, meeting the mission statement of the committee as specified by the BOCC.

RECOMMENDATIONS: The CGAC should endeavor to provide to the BOCC at least two or more recommendations of Governance, which may include a recommendation to maintain the current structure. The recommendations should provide detail of how changes would be implemented and the datasets used, if applicable to justify the structure.

The CGAC Structure

The Governance Advisory Committee will consist of a member from each of the fourteen Union County municipalities—appointed by the governing board (said appointee may be an elected official or resident of the municipality), 10 members appointed by the County Commissioners from citizens of unincorporated Union *County and a County Commissioner as a non-voting Chairperson and meeting leader.

- Staff members:

It is recommended that CGAC have county staff personnel available, including secretarial, audio/visual, IT services, GIS services and website space.

(Staffing expense will be charged to TBD account)

- Other advisory personnel:

It is recommended that a Meeting Facilitator be hired as/if the need arises

Demographic consultants (as they pertain to viable district options) may be hired as/if the need arises.

Further Recommendations

In addition to the committee structure, we make the following recommendations.

- Meetings to be held monthly.
- Meeting places should vary between school auditoriums/gyms in different locations throughout the county.
- The “Suggested Rules of Procedure for Small Government Boards” by Fleming Bell be adopted for meetings of the CGAC and agendas should be used to structure meetings.
- Audio Minutes shall be kept of every meeting. A meeting summary document or minutes shall be kept and available for review.
- Citizen comments prior to a meeting shall be allowed (limited to 30 minutes total and 3 minutes for each speaker)

Contract / Purchase Order Summary of Major Terms and Conditions

5-18-2009

Reference	Vendor Name	Purpose	Payment Terms	Comprehensive Plans	B.A.	S#
Consent Agenda Item - Contracts / Purchase Orders Over \$20,000 (List)						
A	Computronix USA, Inc.	Software agreement renewal for Inspections Department's POSSE software. The POSSE software is used by the Inspection Department for taking service calls, inspection staff scheduling, storing inspection results, issuing permits, billing, collecting and County/State reporting.	\$44,000 First year annual amount NTE. Renewable annually, with 5% maximum increase/year, subject to notice.	Operating Budget – 2009 Operating Budgets – Future	n/a	2247

AGENDA ITEM

5/22
MEETING DATE 5/18/09



UNION COUNTY
Office of the Tax Administrator
500 N. Main Street, Suite 236
P.O. Box 97
Monroe, NC 28111-0097

704-283-3746
704-292-2588 Fax

John C. Petoskey
Tax Administrator

AGENDA ITEM
5/3a
MEETING DATE 5/18/09

MEMORANDUM

TO: The Board of County Commissioners
FROM: John C. Petoskey
Tax Administrator
DATE: April 30, 2009
RE: **Eleventh** Motor Vehicle Billing

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

JCP: jw

Motor Vehicle Billing Summary for the period 04/01/2009 to 04/30/2009

NOTE: Information for this report is taken from original billing records only and DOES NOT include any subsequent changes or adjustments to vehicle situs or value.

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	Count	-----Total----- ---Value---	---Tax---
10	County.....	CN99999	2008	2006	7	639,908	4,074.29
10	County.....	CN99999	2008	2007	86	1,652,916	11,229.69
10	County.....	CN99999	2008	2008	13,871	136,077,834	904,799.28
Totals.....					13,964	138,370,658	920,103.26
Totals.....					0	0	.00
32	Fire Dist - Springs.....	FR015	2008	2007	5	38,124	11.89
32	Fire Dist - Springs.....	FR015	2008	2008	757	6,206,162	1,899.06
39	Fire Dist - Stallings....	FR020	2008	2006	2	64,110	28.46
39	Fire Dist - Stallings....	FR020	2008	2007	17	444,367	107.26
39	Fire Dist - Stallings....	FR020	2008	2008	1,355	15,828,015	6,426.08
38	Fire dist - Hemby Bridge..	FR023	2008	2006	1	12,710	5.90
38	Fire dist - Hemby Bridge..	FR023	2008	2007	4	38,030	14.35
38	Fire dist - Hemby Bridge..	FR023	2008	2008	1,592	15,409,037	7,588.20
37	Fire dist - Wesley Chapel:	FR026	2008	2007	8	133,010	22.21
37	Fire dist - Wesley Chapel:	FR026	2008	2008	1,821	23,613,571	4,510.25
34	Fire Dist - Waxhaw.....	FR028	2008	2007	6	69,545	35.69
34	Fire Dist - Waxhaw.....	FR028	2008	2008	892	7,863,295	1,950.16
Totals.....					6,460	69,719,976	22,599.51
78	220125 Taxes Payable - Marvin.....	MN01000	2008	2007	1	51,020	25.51
78	220125 Taxes Payable - Marvin.....	MN01000	2008	2008	252	3,814,268	1,907.75
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2006	1	10,917	62.86
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	17	125,324	633.88
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2008	2,231	19,322,026	106,554.82
78	220170 Taxes Payable - Wingate.....	MN03000	2008	2007	2	10,830	42.24
78	220170 Taxes Payable - Wingate.....	MN03000	2008	2008	176	1,171,729	4,569.83
78	220120 Taxes Payable - Marshville...	MN04000	2008	2007	2	14,550	22.48
78	220120 Taxes Payable - Marshville...	MN04000	2008	2008	216	1,500,632	5,702.42
78	220150 Taxes Payable - Waxhaw.....	MN05000	2008	2007	4	66,760	226.99
78	220150 Taxes Payable - Waxhaw.....	MN05000	2008	2008	462	4,653,550	15,822.09
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2006	1	27,350	27.35
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2007	15	352,490	491.58
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2008	1,951	21,825,448	31,647.75
78	220140 Taxes Payable - Stallings....	MN07000	2008	2006	1	36,760	91.90
78	220140 Taxes Payable - Stallings....	MN07000	2008	2007	9	130,617	301.51
78	220140 Taxes Payable - Stallings....	MN07000	2008	2008	876	9,383,042	20,548.93
78	220160 Taxes Payable - Weddington...	MN08000	2008	2007	5	94,140	23.72
78	220160 Taxes Payable - Weddington...	MN08000	2008	2008	592	7,184,022	2,155.57

Motor Vehicle Billing Summary for the period 04/01/2009 to 04/30/2009

NOTE: Information for this report is taken from original billing records only
 and DOES NOT include any subsequent changes or adjustments to vehicle
 situs or value.

---Bdg No---	-----Description-----	--Key--	Year	Year	Bill Rate	Count	-----Total-----	-----Tax-----
							---Value---	
78 220115	Taxes Payable - Lake Park....	MN09000	2008	2006		1	12,710	29.23
78 220115	Taxes Payable - Lake Park....	MN09000	2008	2007		1	10,040	23.09
78 220115	Taxes Payable - Lake Park....	MN09000	2008	2008		233	2,106,703	4,424.20
78 220175	Taxes Payable - Fairview.....	MN09300	2008	2007		1	5,610	1.12
78 220175	Taxes Payable - Fairview.....	MN09300	2008	2008		189	1,683,811	336.78
78 220145	Taxes Payable - Hemby Bridge..	MN09500	2008	2008		58	477,990	120.49
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2008	2007		1	950	.19
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2008	2008		397	4,282,933	706.70
78 220135	Taxes Payable - Unionville...	MN09800	2008	2007		1	2,290	.92
78 220135	Taxes Payable - Unionville...	MN09800	2008	2008		337	3,143,541	628.74
78 220155	Taxes Payable - Mnrl Sprngs..	MN09900	2008	2008		163	1,233,358	308.46
Totals.....						8,196	82,735,411	197,439.10
Grand Totals.....								1,140,141.87

- Motor Vehicle Special Charge Summary -
For the period: 04/01/2009 to 04/30/2009

Mn Cd	Text	Count	Value	Spc Tax
02000	Monroe Vehicle Tax \$5.00	2,253	20,341,507	11,265.00

--- E N D ---



UNION COUNTY
Office of the Tax Administrator
500 N. Main Street Suite 236
P.O. Box 97
Monroe, NC 28111-0097

AGENDA ITEM
5/36
MEETING DATE 5/18/09
704-283-3746
704-283-3616 Fax
John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners
FROM: John C. Petoskey
Tax Administrator
DATE: April 30, 2009
RE: **Tenth** Motor Vehicle Release Register

I hereby certify the following releases were made during the period of **04/01/2009** – **04/30/2009**. The releases represent both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

(Finance)

Assessor Release Register for the period 04/01/2009 to 04/30/2009

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value-----	Total Tax	-----Int-----
10	County.....	CN99999	2004	2003	0	.35-	.00
10	County.....	CN99999	2004	2004	0	1.22	.00
10	County.....	CN99999	2005	2004	17,370	83.35-	30.98-
10	County.....	CN99999	2005	2005	0	10.34	.00
10	County.....	CN99999	2006	2005	20,000	108.65-	25.76-
10	County.....	CN99999	2006	2006	36,547	222.65-	53.94-
10	County.....	CN99999	2007	2006	30,750	198.80-	28.62-
10	County.....	CN99999	2007	2007	35,950	359.63-	34.08-
10	County.....	CN99999	2008	2006	0	8.86	.00
10	County.....	CN99999	2008	2007	213,079	1,335.48-	106.09-
10	County.....	CN99999	2008	2008	678,899	4,549.13-	34.89-
Net Totals.....					1,032,595	6,837.62-	314.36-
77	School dist - County.....	SC999	2004	2003	0	.05-	.00
77	School dist - County.....	SC999	2004	2004	0	.16	.00
77	School dist - County.....	SC999	2005	2004	17,370	11.11-	3.93-
77	School dist - County.....	SC999	2005	2005	0	1.30	.00
77	School dist - County.....	SC999	2006	2005	20,000	13.58-	3.36-
Net Totals.....					37,370	23.28-	7.29-
32	Fire Dist - Springs.....	FR015	2007	2007	18,750	5.85-	.56-
32	Fire Dist - Springs.....	FR015	2008	2006	0	.44	.00
32	Fire Dist - Springs.....	FR015	2008	2007	550-	.57	.04
32	Fire Dist - Springs.....	FR015	2008	2008	40,480	12.39-	.19-
39	Fire Dist - Stallings....	FR020	2004	2003	5,650-	.03-	.00
39	Fire Dist - Stallings....	FR020	2004	2004	5,650-	.11	.00
39	Fire Dist - Stallings....	FR020	2005	2004	37,750-	.75	.00
39	Fire Dist - Stallings....	FR020	2005	2005	68,240-	.72	.00
39	Fire Dist - Stallings....	FR020	2006	2005	19,170-	.23	.00
39	Fire Dist - Stallings....	FR020	2006	2006	81,630-	.70	.00
39	Fire Dist - Stallings....	FR020	2007	2006	1,795	8.72	1.44-
39	Fire Dist - Stallings....	FR020	2007	2007	72,220	3.08-	.29-
39	Fire Dist - Stallings....	FR020	2008	2007	55	5.91	.26-
39	Fire Dist - Stallings....	FR020	2008	2008	21,582-	2.51-	.21-
38	Fire dist - Hemby Bridge.: FR023	FR023	2004	2003	5,650	.00	.00
38	Fire dist - Hemby Bridge.: FR023	FR023	2004	2004	5,650	.00	.00
38	Fire dist - Hemby Bridge.: FR023	FR023	2005	2004	37,750	.00	.00
38	Fire dist - Hemby Bridge.: FR023	FR023	2005	2005	68,240	.00	.00
38	Fire dist - Hemby Bridge.: FR023	FR023	2006	2005	19,170	.00	.00
38	Fire dist - Hemby Bridge.: FR023	FR023	2006	2006	81,630	.00	.00
38	Fire dist - Hemby Bridge.: FR023	FR023	2007	2006	18,205	.00	.00
38	Fire dist - Hemby Bridge.: FR023	FR023	2007	2007	72,220	.00	.00
38	Fire dist - Hemby Bridge.: FR023	FR023	2008	2007	47,645	11.93	.83-

(Finance)

Assessor Release Register for the period 04/01/2009 to 04/30/2009

(Summary)

38	-----	Fire dist - Hemby Bridge.: FR023	2008 2008	160,914	65.41-	.54-
37	-----	Fire dist - Wesley Chapel: FR026	2008 2007	17,210	3.71-	.22-
37	-----	Fire dist - Wesley Chapel: FR026	2008 2008	52,208	9.99-	.01-
34	-----	Fire Dist - Waxhaw.....: FR028	2008 2007	23,660	12.14-	.78-
34	-----	Fire Dist - Waxhaw.....: FR028	2008 2008	63,684	15.78-	.30-
		Net Totals.....		422,474	142.11-	5.59-
78	220125	Taxes Payable - Marvin.....: MN01000	2008 2007	5,860	3.81-	.23-
78	220125	Taxes Payable - Marvin.....: MN01000	2008 2008	15,100	7.55-	.00
78	220130	Taxes Payable - Monroe.....: MN02000	2005 2004	630-	2.78	.00
78	220130	Taxes Payable - Monroe.....: MN02000	2007 2006	10,750	61.98-	7.22-
78	220130	Taxes Payable - Monroe.....: MN02000	2008 2007	23,360	128.48	9.51-
78	220130	Taxes Payable - Monroe.....: MN02000	2008 2008	204,711	1,105.64-	4.79-
78	220170	Taxes Payable - Wingate.....: MN03000	2008 2006	19,171-	72.85	.00
78	220170	Taxes Payable - Wingate.....: MN03000	2008 2008	22,900	89.31-	2.49-
78	220120	Taxes Payable - Marshville...: MN04000	2008 2007	0	16.51-	.72-
78	220120	Taxes Payable - Marshville...: MN04000	2008 2008	29,685	112.81-	.00
78	220150	Taxes Payable - Waxhaw.....: MN05000	2008 2007	840	2.86-	.20-
78	220150	Taxes Payable - Waxhaw.....: MN05000	2008 2008	39,131	133.05-	2.73-
78	220110	Taxes Payable - Indian Trail.: MN06000	2007 2007	0	18.54-	1.91-
78	220110	Taxes Payable - Indian Trail.: MN06000	2008 2007	24,770	12.88	2.91-
78	220110	Taxes Payable - Indian Trail.: MN06000	2008 2008	113,824	169.33	2.04-
78	220140	Taxes Payable - Stallings....: MN07000	2004 2003	5,650-	.10	.00
78	220140	Taxes Payable - Stallings....: MN07000	2004 2004	5,650-	.58	.00
78	220140	Taxes Payable - Stallings....: MN07000	2005 2004	37,750-	3.85	.00
78	220140	Taxes Payable - Stallings....: MN07000	2005 2005	68,240-	4.62	.00
78	220140	Taxes Payable - Stallings....: MN07000	2006 2005	19,170-	1.50	.00
78	220140	Taxes Payable - Stallings....: MN07000	2006 2006	81,630-	3.96	.00
78	220140	Taxes Payable - Stallings....: MN07000	2007 2006	18,205-	.88	.00
78	220140	Taxes Payable - Stallings....: MN07000	2007 2007	72,220-	1.58	.00
78	220140	Taxes Payable - Stallings....: MN07000	2008 2007	16,015-	.35	.00
78	220140	Taxes Payable - Stallings....: MN07000	2008 2008	66,257-	84.18	.73-
78	220160	Taxes Payable - Weddington...: MN08000	2008 2007	8,470	2.55-	.15-
78	220160	Taxes Payable - Weddington...: MN08000	2008 2008	19,643	5.90-	.00
78	220115	Taxes Payable - Lake Park....: MN09000	2004 2003	5,650	.00	.00
78	220115	Taxes Payable - Lake Park....: MN09000	2004 2004	5,650	.00	.00
78	220115	Taxes Payable - Lake Park....: MN09000	2005 2004	37,750	.00	.00
78	220115	Taxes Payable - Lake Park....: MN09000	2005 2005	68,240	.00	.00
78	220115	Taxes Payable - Lake Park....: MN09000	2006 2005	19,170	.00	.00
78	220115	Taxes Payable - Lake Park....: MN09000	2006 2006	81,630	.00	.00
78	220115	Taxes Payable - Lake Park....: MN09000	2007 2006	18,205	.00	.00
78	220115	Taxes Payable - Lake Park....: MN09000	2007 2007	72,220	.00	.00
78	220115	Taxes Payable - Lake Park....: MN09000	2008 2007	19,905	8.95-	.74-
78	220115	Taxes Payable - Lake Park....: MN09000	2008 2008	88,222	224.50-	.05-
78	220175	Taxes Payable - Fairview.....: MN09300	2006 2006	20,000	4.00-	.92
78	220175	Taxes Payable - Fairview.....: MN09300	2008 2007	23,661	4.73-	.38-
78	220175	Taxes Payable - Fairview.....: MN09300	2008 2008	10,938	2.19-	.00
78	220145	Taxes Payable - Hemby Bridge.: MN09500	2008 2007	20,000	6.00-	.42-
78	220165	Taxes Payable - Wesley Chapel: MN09700	2008 2008	32,272	5.33	.00
78	220155	Taxes Payable - Mnrl Sprngs...: MN09900	2007 2007	18,750	5.06-	.46-

(Finance)

Assessor Release Register for the period 04/01/2009 to 04/30/2009

(Summary)

78	220155	Taxes Payable - Mnrl Sprngs...	MN09900	2008	2008	18,863	4.72-	.00
Net Totals.....						669,582	1,933.89-	38.60-
84	220000	NC State Interest.....	NC00000	2006	2005	0	.00	3.78-
84	220000	NC State Interest.....	NC00000	2006	2006	0	.00	7.10-
84	220000	NC State Interest.....	NC00000	2007	2006	0	.00	8.16-
84	220000	NC State Interest.....	NC00000	2007	2007	0	.00	11.91-
84	220000	NC State Interest.....	NC00000	2008	2007	0	.00	56.12
84	220000	NC State Interest.....	NC00000	2008	2008	0	.00	50.53-
Net Totals.....						0	.00	137.60-
Net Grand Totals.....							8,936.90-	503.44-



UNION COUNTY
Office of the Tax Administrator
500 N. Main Street Suite 236
P.O. Box 97
Monroe, NC 28111-0097

AGENDA ITEM
5/3c
MEETING DATE 5/18/09
704-283-3746
704-283-3616 Fax
John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners
FROM: John C. Petoskey
Tax Administrator
DATE: April 30, 2009
RE: Tenth Motor Vehicle Refund Register

I hereby certify the following refunds were made during the period of **04/01/2009** – **04/30/2009**. The releases represent both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

(Finance)

Assessor Refund Register for the period 04/01/2009 to 04/30/2009

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Rate		-----Total-----		
			Year	Year	--Value--	---Tax---	-- Int---
10	County.....	CN99999	2006	2006	18,290	116.47-	.00
10	County.....	CN99999	2007	2007	114,774	818.23-	56.02-
10	County.....	CN99999	2008	2006	19,200	122.25-	.00
10	County.....	CN99999	2008	2007	42,480	384.13-	.00
10	County.....	CN99999	2008	2008	67,311	512.29-	1.97-
Net Totals.....					262,055	1,953.37-	57.99-
Net Totals.....					0	.00	.00
39	Fire Dist - Stallings....	FR020	2008	2006	19,200	8.52-	.00
39	Fire Dist - Stallings....	FR020	2008	2007	17,420	4.56-	.00
39	Fire Dist - Stallings....	FR020	2008	2008	18,650	7.57-	.00
38	Fire dist - Hemby Bridge..	FR023	2008	2007	960	.36-	.00
38	Fire dist - Hemby Bridge..	FR023	2008	2008	19,877	8.28-	.00
37	Fire dist - Wesley Chapel:	FR026	2008	2008	1,907	.47-	.00
34	Fire Dist - Waxhaw.....	FR028	2008	2007	0	1.45-	.00
Net Totals.....					78,014	31.21-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	0	51.92-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2008	9,194	56.05-	.44-
78	220150 Taxes Payable - Waxhaw.....	MN05000	2008	2007	0	9.60	.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2006	19,200	19.20-	.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2007	17,420	26.13-	.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2008	19,126	27.74-	.00
78	220115 Taxes Payable - Lake Park....	MN09000	2008	2008	38,381	33.80-	.00
78	220175 Taxes Payable - Fairview.....	MN09300	2008	2008	2,800	3.05-	.00
78	220165 Taxes Payable - Wesley Chapel:	MN09700	2006	2006	18,290	3.64-	.00
78	220165 Taxes Payable - Wesley Chapel:	MN09700	2007	2007	16,376	3.23-	.00
78	220165 Taxes Payable - Wesley Chapel:	MN09700	2008	2008	1,907	.32-	.00
78	220135 Taxes Payable - Unionville....	MN09800	2008	2008	1,980	.40-	.00
Net Totals.....					144,674	235.08-	.44-
84	220000 NC State Interest.....	NC00000	2007	2007	0	.00	13.13-
84	220000 NC State Interest.....	NC00000	2008	2007	0	.00	.00
84	220000 NC State Interest.....	NC00000	2008	2008	0	.00	2.66-
Net Totals.....					0	.00	15.79-

MV68GL-OF
(Finance)

--- M O T O R V E H I C L E S Y S T E M ---

---Date--- ..Time.. Page
04/30/2009 10:49:28 2

Assessor Refund Register for the period 04/01/2009 to 04/30/2009
(Summary)

Net Grand Totals.....:

2,219.66-

74.22-

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: May 18, 2009

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

SUBJECT: Interlocal Agreement with Town of Hemby Bridge

DEPARTMENT: Planning
Legal

PUBLIC HEARING: No

ATTACHMENT(S):

- (1) Interlocal Agreement prepared by Town's attorney, as revised by UC Legal Dept.
- (2) Memo from Ken Swain, attorney for the Town of Hemby Bridge, to the Union County Board of Commissioners and the Union County Legal Department.

INFORMATION CONTACT:

Jeff Crook

TELEPHONE NUMBERS:

704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Approve interlocal agreement with Town of Hemby Bridge affirming County's duty to administer and enforce the floodplain provisions of the Union County Land Use Ordinance within Hemby Bridge municipal limits, and authorize the County Manager to make minor revisions, as necessary, following final legal review.

BACKGROUND: Union County currently enforces the Union County Land Use Ordinance within the municipal limits of the Town of Hemby Bridge. On October 6, 2008, the Board of Commissioners approved floodplain maps (comprising a new Floodplain and Floodway Overlay District) and certain text amendments in order to comply with requirements imposed by the State of North Carolina and FEMA. Upon adoption, these provisions applied within the Town of Hemby Bridge and will continue to apply within Hemby Bridge unless and until Hemby Bridge assumes responsibility for its zoning and subdivision control pursuant to G.S. 160A-360. The Town's attorney indicates the Town must comply with the requirements imposed by the State and FEMA, and it is his understanding that the applicable federal authorities may not accept the County's duty to enforce the Land Use Ordinance within Hemby Bridge as satisfaction of the Town's duty to adopt the updated floodplain maps and text. Therefore, he has requested that the County adopt an interlocal agreement, a method reportedly acceptable to federal authorities, whereby the County would agree to administer and enforce these same floodplain provisions. The Town also intends to adopt the County's floodplain provisions as a "stand-alone" ordinance. Thus, the purpose of this interlocal agreement is to affirm to the satisfaction of federal authorities that Union County will administer and enforce the new floodplain provisions within the Hemby Bridge limits. Provisions have been added to require that Hemby Bridge amend its stand-alone ordinance such that its floodplain provisions remain at all times identical to those in the County's Land Use Ordinance. In short, the County is agreeing to do no more than it is

already obligated to do. The County already has a similar agreement in place with Hemby Bridge, but its references to the applicable flood damage prevention provisions of the Union County Land Use Ordinance are no longer current.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

HEMBY BRIDGE

Intergovernmental Agreement between Hemby Bridge, North Carolina and the County of Union, North Carolina

This resolution and agreement, made and entered into this the ____ day of _____, 2009, by and between Hemby Bridge, North Carolina, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the TOWN and Union County, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the COUNTY shall supersede that agreement between the parties with the effective date of March 15, 2007;

WITNESSETH:

WHEREAS, the TOWN and the COUNTY, pursuant to the authority granted by the North Carolina General Statutes 160A-461, and any other applicable State law hereby covenant and agree as follows:

1. That the TOWN hereby contracts with the COUNTY to administer and enforce the TOWN'S Flood Damage Prevention Ordinance within the corporate limits and extra-territorial jurisdiction of the TOWN; provided that during the term of this agreement the TOWN agrees to maintain and amend its ordinance provisions, as necessary, such that they remain at all times identical to the corresponding provisions of the Union County Land Use Ordinance, including but not limited to the Floodplain and Floodway Overlay Zoning Districts, and Article XXIV, Flood Damage Prevention.
2. That the COUNTY'S Flood Damage Prevention provisions and all flood plain mapping as of March 19th, 2009 are hereby adopted by the TOWN, through execution of this Interlocal Agreement, as well as by separate Resolution of the Town Board as a free standing ordinance.
3. That the services so provided by Union County shall be performed at no cost to the TOWN. However, should any claims arise out of the services provided by the COUNTY under this agreement, the TOWN agrees to indemnify and hold the COUNTY, its officers, employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any action brought against Union County, its officers, employees, agents, and contractors arising as a result of these services performed on behalf of the TOWN that are the subject matter of this Agreement.
4. That all fees and charges, if any, adopted by the Board of County Commissioners associated with administering the Flood Damage Prevention Ordinance shall be

collected by the COUNTY, shall be the sole property of the COUNTY, and no part thereof shall be payable to the TOWN.

5. That all development to take place within the TOWN'S corporate limits or extra-territorial jurisdiction shall be subject to the rules and regulations set forth in the aforementioned Flood Damage Prevention Ordinance.
6. That this Agreement shall continue until such time as either the TOWN or COUNTY resolves to discontinue the Agreement and presents six (6) months written notice to the other party of said termination or upon mutual agreement of both parties, or until such time as the TOWN elects to assume Article 19 powers of Chapter 160A of the North Carolina General Statutes, pursuant to G.S. 160A-360.
7. This Agreement may only be modified in writing and executed by both parties.
8. That the effective date of this Interlocal Agreement shall be April 1st, 2009 and shall renew annually until terminated by either party or replaced by entry into another similar agreement.
9. That this agreement shall not be deemed or construed under any circumstances to impose on the COUNTY any greater or lesser duty for administering and enforcing the provisions of the Union County Land Use Ordinance within the corporate limits or extraterritorial jurisdiction of the Town of Hemby Bridge than would otherwise be applicable, but for this interlocal agreement.

IN WITNESS WHEREOF, Hemby Bridge has caused this Agreement to be signed in its name by its Mayor, attested by its Clerk, and its Official Seal to be hereunto affixed, and Union County has caused this agreement to be signed in its name by the County Manager and attested by the Clerk of its Board and its Official Seal to be hereunto affixed, the day and year first above written.

HEMBY BRIDGE

This the ____ day of _____, 2009.

By _____, Mayor

ATTEST _____, Clerk

UNION COUNTY

This the ___ day of _____, 2009.

By _____, County Manager.

ATTEST _____, Clerk

KENNETH A. SWAIN
ATTORNEY AT LAW
110 EAST JEFFERSON STREET
POST OFFICE BOX 3308
MONROE, NC 28111
TELEPHONE (704)238-0333 *FAX (704)283-0653

May 6, 2009

MEMORANDUM

TO: UNION COUNTY BOARD OF COMMISSIONERS, UNION COUNTY LEGAL DEPARTMENT
FR: KENNETH SWAIN, ATTORNEY FOR TOWN OF HEMBY BRIDGE
RE: INTERLOCAL AGREEMENT ON FLOOD DAMAGE PREVENTION ORDINANCE

On behalf of the Board of Alderman for the Town of Hemby Bridge, North Carolina it is requested that the Board of County Commissioners consider, on their May 18th, 2009 agenda, entry into an interlocal agreement with the Town to administer the County's flood damage prevention ordinance. It is my current understanding that the Town intends to adopt the County's flood damage prevention ordinance as its own at its next regular meeting (May 21st, 2009). The necessity of this relationship stems from the small size of the town and the need to satisfy federal requirements for eligibility into the National Flood Insurance program. Without entry into the program there are property owners who are subject to higher mortgage rates based upon their geographic location. This effort was attempted a couple of years ago but never came to fruition. There have been discussions with both State and County officials regarding this circumstance and the efforts to obtain qualification for entry into the program include the need for entry into this agreement. This will likely serve to assist multiple citizens within your County.

Your legal staff has had the opportunity to review a proposed agreement and make changes they deemed necessary on behalf of your government. I will recommend that Hemby Bridge accept these changes as drafted.

The Town is very appreciative of your consideration of this request and appreciates the involvement and communication your staff has provided in moving this matter to your attention.

With kindest regards, I remain

Very truly yours



Kenneth A. Swain

KAS

**FIRST AMENDMENT TO
74x UNION COUNTY REGIONAL TRANSIT SERVICE CONTRACT
BETWEEN THE
CITY OF CHARLOTTE
AND
UNION COUNTY**

THIS FIRST AMENDMENT TO THE 74X UNION COUNTY REGIONAL TRANSIT SERVICE CONTRACT (the "Amendment") is made and entered into as of _____, by and between the City of Charlotte, a North Carolina municipal corporation (the "City"), and Union County a North Carolina municipal corporation doing business in North Carolina (hereinafter "Union County").

Statement of Background and Intent

- A. The City and Union County entered into the Union County Regional Transit Service Contract dated July 1, 2008 (the "Contract") pursuant to which the City agreed to provide regional transit services to Union County.
- B. The parties now desire to amend the Contract to reflect an increase in the contract annual total amount to three hundred and sixty-two thousand and four hundred and seventy-nine dollars (\$362,479.00). The net of total less farebox revenue is two hundred and thirty thousand, six hundred and twenty-three dollars (\$230,623.00), fifty-percent of which is to be reimbursed to CATS by Union County.
- C. This is the final year of the CMAQ grant for which the town of Marshville was awarded. The final grant year is June 1, 2009 thru June 30, 2010. This year grant total is forty-nine thousand five hundred and eight dollars (\$49,508) which will be directly paid to the City of Charlotte.
- D. The City and Union County will each pay fifty percent of the net cost after fare revenue and CMAQ revenue.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Contract as follows:

A G R E E M E N T

- 1. Section 3.2 of the Contract is amended to state that Union County shall pay to the City of Charlotte: ninety thousand five hundred and fifty-seven dollars, (\$90,557.00) on an annual basis in monthly installments of seven thousand, five hundred and forty-six dollars (\$7,546.00) starting July 1st, 2009, until June 30th, 2010.

2. Except to the extent specifically provided above, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under the Contract.
3. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Amendment to be executed as of the date first written above.

WITNESS:

CITY OF UNION COUNTY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

CITY OF CHARLOTTE:

BY: _____

TITLE: _____

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

City's Finance Officer

Date

SERVICES CONTRACT

THIS SERVICES CONTRACT (the "Contract") is made and entered into as of ~~August~~ ^{July} 1, 2008 (the "Effective Date"), by and between Union County, a municipal corporation organized under the laws of the State of North Carolina (hereinafter "Union County"), and the City of Charlotte, a municipal corporation organized under the laws of the State of North Carolina (hereinafter "the City"), through the Charlotte Area Transit System (hereinafter "CATS")

Int ALB

RECITALS

WHEREAS, the City operates and provides, through CATS and/or its contractor, public transit service within Mecklenburg County thereby reducing vehicular traffic on the roadways in Mecklenburg County, North Carolina; and

WHEREAS, the parties desire to commence regional transit service between Charlotte and Union County in accordance with the CATS Mission, Objective and Financial Policies and upon other terms and conditions as agreed upon by the parties; and

WHEREAS, pursuant to North Carolina General Statute 160A-461, the parties may enter into Interlocal Agreements to jointly undertake public enterprises such as the provision of regional transit service.

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter set forth, the parties hereby agree as follows:

CONTRACT

1. INCORPORATION OF EXHIBITS. The following Exhibits are attached to this Contract and are incorporated into and made a part of this Contract by reference:

- Exhibit A: Regional Express Service Schedule
- Exhibit B: Regional Express Service Operating Costs

Each reference to this Contract shall be deemed to include all Exhibits. Any conflict between language in an Exhibit or Appendix and language in the main body of this Contract shall be resolved in favor of the main body of this Contract.

2. DESCRIPTION OF WORK. SERVICE. The City, in consultation with Union County, shall establish appropriate service routes and schedules and shall define such other components related to the service to be provided pursuant to this Contract. The proposed service schedule is attached as Exhibit A.

The purpose of this Agreement is to set forth terms and conditions by which Charlotte, acting through CATS, will provide Regional Transit Service between Charlotte and Union County and to ensure such service shall be provided consistent and in accordance with the CATS Mission, Objectives and Financial Policies

3. COMPENSATION. 3.1 The estimated project costs and estimated financial commitment of the parties are set forth in Exhibit B, and said attachment is incorporated herein by reference as if fully set forth in this section; provided, each party's final and total financial commitment to the project shall be

determined and calculated on the basis of each party's proportional share of the actual costs of the service, as each party's proportional share is set forth in Exhibit B.

3.2 Union County shall be obligated to pay an amount equal to fifty percent (50%) of the mutually agreed- upon operating costs of \$360,650 of the regional transit service as outlined in **Exhibit B**. The parties acknowledge that the Town of Marshville applied for and has been awarded a CMAQ grant in the amount of approximately \$43,734, which will be paid directly to the City. Union County shall pay the City in equal monthly installments of \$8,876.00, beginning August 1, 2008 though July 1, 2009. At the end of each fiscal year (July1-June 30), CATS shall conduct a reconciliation of the actual cost incurred and farebox revenue received compared to the estimated costs and revenue. If the difference between actual operating costs and the estimated costs is equal to or greater than plus or minus ten percent (10%), the party bearing less than fifty percent (50%) of the actual costs shall pay the difference to the other party. Any reconciliation completed at the end of the fiscal year shall be identified within sixty (60) days of the completion of fiscal year 2009.

3.3 **TOTAL FEES AND CHARGES.** Union County agrees to pay the City at the rate set forth in **Exhibit B**. The amount in Exhibit B constitutes the maximum fees and charges payable to the City under this Contract and will not be increased except by a written amendment duly executed by both parties. The rates set forth in **Exhibit B** shall remain firm for the duration of this Contract, unless otherwise stated in **Exhibit B**.

4. INVOICES.

The City shall submit invoices to Union County on a monthly basis, unless otherwise agreed to by the parties. Union County shall remit payment to the City within thirty (30) days of receiving each monthly invoice. Union County shall remit all payments to:

City of Charlotte
 Attention: Finance/Accounting
 600 East Fourth Street, 10th Floor
 Charlotte, NC 28202

5. ADMINISTRATION.

Each party shall designate a project administrator to oversee the administration of this Agreement. The project administrators shall be responsible for the coordination, management and oversight of the project necessary to accomplish the objectives of this joint undertaking between the parties. Until the parties give written notice otherwise, the project administrators are:

For Charlotte:	For Union County:
Mr. Larry Kopf	
Charlotte Area Transit System	Union County Public Works
600 East Fourth Street	500 North Main St, Suite 500
Charlotte, NC 28202	Monroe, NC 28112
Telephone: 704-432-0497	Telephone: 704-
Fax: 704-353-0797	Fax: 704-296-4232
Email: lkopf@ci.charlotte.nc.us	Email:

6. SERVICE QUALITY.

The parties agree that the objective of the Union County Regional Transit Service is to operate in a manner that (i) is safe, reliable, efficient and effective and (ii) maximizes potential ridership. To ensure quality service and to promote effective communications, the parties will meet at regular intervals.

7. TERMINATION.

7.1 TERM. This Agreement is effective ~~August~~ ^{July} 1, 2008 and shall remain in effect until ~~July~~ ^{June} 30, 2009 with the option by the city and Union County to extend the Agreement for up to four (4) additional one-year terms subject to the evaluation of the costs of the service and the annual appropriation of funds for the service by each city. Any such extension shall require a written amendment to this Agreement Int AWG

7.2 TERMINATION FOR CONVENIENCE. Either party may terminate this Contract at any time without cause upon sixty (60) days written notice to the other party. In case of termination for convenience by Union County the parties shall negotiate an equitable settlement of termination costs. If Union County elects to terminate its subsidy with respect to any portion of the service provided under this Contract on at least sixty (60) days written notice, this Contract shall terminate for convenience as to such service at the end of that period.

7.3 TERMINATION FOR DEFAULT. By written notice the City may terminate this Contract for default in the event Union County fails to pay an overdue invoice within thirty (30) days after receiving written notice from the City that: (i) such invoice is overdue, and (ii) the City intends to exercise its right to terminate this Contract pursuant to this Section in the event it is not paid within said thirty (30) day period. The City may exercise the option to resume service upon such terms and conditions as the parties may agree in writing. The City shall not be obligated to resume service after a termination for default of this Contract. The City may resume service only to the extent that the resumption of service is consistent with the CATS Financial and Service Policies, as those policies may be amended.

7.4 NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS. Termination of this Contract shall not relieve Union County of the obligation to pay any fees, taxes or other charges then due to the City; to file any daily, monthly, quarterly or annual reports; or relieve Union County from any claim for damages previously accrued or then accruing against Union County.

7.5 AUTHORITY TO TERMINATE. The following persons are authorized to terminate this Contract on behalf of the City: (a) the City Manager, any Assistant City Manager or any designee of the City Manager; (b) the Key Business Executive of the City Key Business Unit responsible for administering this Contract. Termination by Union County shall require action by the Union County Board of Commissioners.

8. NOTICES AND PRINCIPAL CONTACTS.

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For Charlotte:	For Union County:
Brittney D. Bishop	Christine Putnam Amy Helms
Charlotte Area Transit System	Union County Public Works
600 East Fourth Street	400 North Church St 500 N. Main St., Suite 500
Charlotte, NC 28202	Monroe, NC 28112
Telephone: 704-353-0077	Telephone: 704-292-2581 704-283-3520
Fax: 704-353-0797	Fax: 704-296-4232
Email: bbishop@ci.charlotte.nc.us	Email: chrisp@co.union.nc.us amyhelms@co.union.nc.us

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall further be copied to the following (in addition to being sent to the individuals specified above): Int AWG

For Charlotte:	For Union County:
CATS Attorney	Jeff Crook
City of Charlotte Attorney's Office	Union County Legal Department
600 East Fourth Street	500 North Main Street, Room 826
Charlotte, NC 28202	Monroe, NC 28112
Telephone:	704-283-3673
Fax:	704-292-2506
Email:	

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

9. MISCELLANEOUS.

- 9.1. **ENTIRE CONTRACT.** This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. The City reserves the right to evaluate and modify or terminate the service in accordance with adopted CATS Financial and Service Policies, as those policies may be amended from time to time.
- 9.2. **AMENDMENT.** Both parties have the right to amend this contract within the guidelines set forth. No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.
- 9.3. **GOVERNING LAW, JURISDICTION AND VENUE.** North Carolina law shall govern the interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.
- 9.4. **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 9.5. **CITY NOT LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES.** The City shall not be liable to Union County its agents, or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Contract.
- 9.6. **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the

extent necessary to make it enforceable while preserving its intent.

- 9.7 NO PUBLICITY. No advertising, sales promotion or other materials of Union County or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City. Notwithstanding the forgoing, the parties agree that Union County may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 9.8 REPORTS. The City and/or its contractor shall maintain service-related records, including ridership numbers, in such formats as the parties may agree. Such records shall be available to Union County for examination and inspection upon request or according to any scheduled reporting periods to which the parties may agree.
- 9.9 APPROVALS. All approvals or consents required under this Contract must be in writing.
- 9.10 WAIVER. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.
- 9.11 SURVIVAL OF PROVISIONS. All provisions of this Contract which by their nature and effect are required to be observed, kept or performed after termination of this Contract shall survive the termination of this Contract and remain binding thereafter, including but not limited to the following

Section 7 "Termination"
Section 8.4 "No Effect on Taxes, Fees, Charges, or Reports"
Section 9 "Indemnification"
Section 10 "Notices"
Section 11 "Miscellaneous"

- 9.12 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. ~~Union County~~ ^{The parties} agree to make ~~themselves~~ ^{the parties} aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Work. ~~Union County~~ ^{the parties} further agree that ~~it~~ ^{they} will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work. Int. AUG

- 9.13 CONSTRUCTION OF TERMS. Each of the parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

- 9.14 RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors. Nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

10. ~~COMMERCIAL NON-DISCRIMINATION.~~

~~The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Contract, Union County agrees to comply with the Non-Discrimination Policy and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, Union County shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall Union County retaliate against any person or entity for reporting instances of such discrimination. Union County shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.~~

~~As a condition of entering into this Contract, Union County agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract, and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Union County has used on City contracts in the past five years, including the total dollar amount paid by Union County on each subcontract or supply contract. Union County further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.~~

~~Union County agrees to provide to the City from time to time at the City's request, payment affidavits detailing the amounts paid by Union County to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.~~

~~Union County understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of Union County from participating in City contracts and other sanctions.~~

Int. AGW

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

ATTESTED:

UNION COUNTY

BY: Lynn G. West

BY: [Signature]

TITLE: Clerk to the Board of Commissioners

TITLE: County Manager

APPROVED AS TO LEGAL FORM. [Signature]

ATTESTED:

CITY OF CHARLOTTE:

BY: [Signature]
CITY CLERK

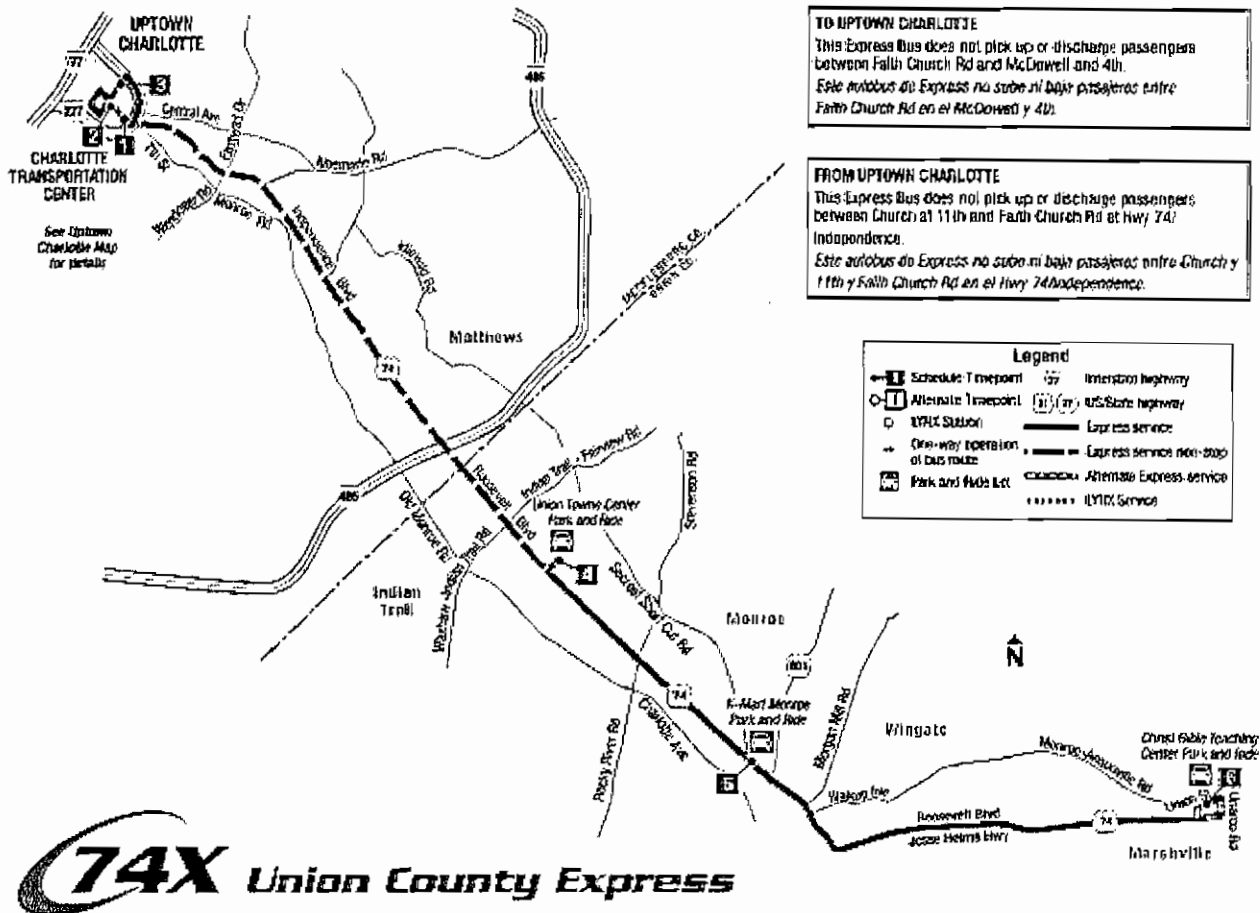
BY: [Signature]

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

[Signature]
DEPUTY FINANCE OFFICER

6/24/08
DATE

**EXHIBIT A
ROUTE 74x - UNION COUNTY REGIONAL TRANSIT SERVICE
REGIONAL EXPRESS SERVICE SCHEDULE**



74x Union County Express - WEEKDAYS				
Inbound				
6	5	4	2	3
Marshville	K-mart Monroe	Union Towne Center	Charlotte Trans. Center	College & 11th
-----	6:00a	6:16a	6:46a	6:55a
6:00a	6:25a	6:41a	7:11a	7:20a
6:20a	6:45a	7:01a	7:31a	7:40a
-----	7:10a	7:26a	8:10a	8:19a
-----	5:26p	-----	6:26p	-----

74x Union County Express - WEEKDAYS					
Outbound					
1	2	3	4	5	6
McDowell & 4th	Charlotte Trans. Center	College & 11th	Union Towne Center	K-mart Monroe	Marshville
-----	6:20a	6:23a	-----	7:00a	-----
4:10p	4:13p	4:24p	5:08p	5:26p	-----
4:40p	4:43p	4:54p	5:38p	5:56p	6:22p
5:10p	5:13p	5:24p	6:08p	6:26p	6:52p
5:40p	5:43p	5:54p	6:32p	6:50p	-----

EXHIBIT B
 ROUTE 74x - UNION COUNTY REGIONAL TRANSIT SERVICE
 REGIONAL EXPRESS OPERATING COSTS

FY 2009 Operating Cost				
Annual Cost	Fare Revenue Estimate	Net Cost	CMAQ Contribution	Partner Cost
\$360,650	\$103,896	\$256,754	\$43,734	\$106,510
Payment Schedule		Payment Amount		
August 1, 2008		\$8,876		
September 1, 2008		\$8,876		
October 1, 2008		\$8,876		
November 1, 2008		\$8,876		
December 1, 2008		\$8,876		
January 1, 2009		\$8,876		
February 1, 2008		\$8,876		
March 1, 2009		\$8,876		
April 1, 2009		\$8,876		
May 1, 2009		\$8,876		
June 1, 2009		\$8,876		
July 1, 2009		\$8,876		
Total Cost		\$106,510 \$106,512		

Int. AWG

AGENDA ITEM
5/6
MEETING DATE 5/18/09

MOTOR VEHICLE TAX REFUNDS
for APRIL 2009

Approval of Board of County Commissioners not required:

Collector Refunds for APRIL 2009	3,668.19
Adjustment to Collector Refund Register for APRIL	(789.59)

To be approved by Board of County Commissioners on 5-18-09
(to be submitted by Assessor's Office)

Assessor Refunds for APRIL 2009	2,293.88
Adjustment to Assessor Refund Register for APRIL	(1,216.45)

Approval requested for overpayments:

Overpayments for APRIL 2009	<u>5,127.23</u>
-----------------------------	-----------------

Total to be refunded for APRIL 2009	<u><u>9,083.26</u></u>
-------------------------------------	------------------------

Debbie Cox
5.05.09

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: May 18, 2009

Action Agenda Item No. 5/7
(Central Admin. use only)

SUBJECT: Sun Valley MS Renovations

DEPARTMENT: UCPS
Finance

PUBLIC HEARING: No

ATTACHMENT(S):
Capital Project Ordinance Amendment
117

INFORMATION CONTACT:
Dr. Davis
Don Hughes
Kai Nelson

TELEPHONE NUMBERS:

704.283.3647
704.296.5960
704.292.2522

DEPARTMENT'S RECOMMENDED ACTION: Adopt Capital Project Ordinance Number 117

BACKGROUND: The 2006 Bond Referendum in the amount of \$174.5 million authorized the incurrence of debt for the construction of three elementary schools, one middle and high school, several renovation and classroom addition projects, stadium upgrades and a transportation facility. The projects are mostly complete save the construction of the transportation facility (land has been purchased, initial design work underway/completed).

Excluding bond savings previously allocated to the purchase of mobiles, buses and portions of the deferred maintenance "Blitz" program, additional savings are currently estimated at approximately \$6.5M. UCPS is proposing on using a portion of the additional savings on the Sun Valley MS renovation project. The SV MS project will provide new classrooms and expansion and renovation of various 'core' areas within the school (e.g. media, dining, kitchen).

Completion of the transportation project (not included in the \$6.5M savings) is estimated at \$9.6M.

Over the past several months, UCPS and County staff have been discussing how to fund some of the BOE's high priority renovation and classroom relief projects (BOE priority order - Sun Valley MS, Piedmont HS, New Salem ES, Western Union ES, Sun Valley HS) within the context of the financial difficulties affecting the State (diversion of Lottery/ADM Public School Building Funds) and the County. These high priority projects were not part of the 2006 Bond

Referendum. The estimated cost of completing all the high priority renovation and classroom relief projects (\$23.3M) and the transportation facility project (\$9.6M) are in excess of the combined additional savings plus the transportation project totaling \$16.1M. The BOE's current priority list places the transportation facility project in the lower tier of projects, just before Sun Valley HS.

The BOE has recently adopted an updated CIP. The CIP has been informally shared with County staff. County staff recently completed its validation of the savings amounts. There are several decisions that affect the scope and size of the CIP including spending on bond administration, the State's diversion of Lottery/ADM funds, high priority projects and the transportation facility.

We would recommend that the Commission address these matters when it reviews the UCPS budget at its budget workshop meeting on May 26.

In the interim, the SV MS project is the BOE's highest priority project (from additional bond savings). The BOE has received favorable construction bids and is requesting funds to proceed with the project.

FINANCIAL IMPACT: SV MS project can be funded from the additional bond savings.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date: June 1, 2009

Action Agenda Item No. 5/8a
(Central Admin. use only)

SUBJECT: Budget Amendment - Crisis Intervention Program

DEPARTMENT: Social Services

PUBLIC HEARING: No

ATTACHMENT(S):
Funding Authorization
BA# 31

INFORMATION CONTACT:
D. Dontae Latson, Director

TELEPHONE NUMBERS:
(704) 296-4301

May 12, 2009

DEPARTMENT'S RECOMMENDED ACTION: Please increase the expenditures in 10-553160-5399-1509 and the revenues in 10453160-4340-1509 by \$25,000.00.

BACKGROUND: This program assists families with emergency heating and cooling needs. Federal funds are typically reallocated to states and local governments to address local emergency heating and cooling needs.

FINANCIAL IMPACT: The Crisis Intervention Program is funded completely with Federal funds. No county funding is required.

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

Manager Recommendation:



DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: CRISIS INTERVENTION PAYMENT

EFFECTIVE DATE: 07/01/2008

AUTHORIZATION NUMBER: 7

ALLOCATION PERIOD

FROM JUNE 2008 THRU MAY 2009 SERVICE MONTHS

FROM JULY 2008 THRU JUNE 2009 PAYMENT MONTHS

Co. No.	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
1	ALAMANCE	638,313.00	638,313.00	-	-	638,313.00	638,313.00
02	ALEXANDER	134,667.00	134,667.00	-	-	144,667.00	144,667.00
03	ALLEGHANY	86,390.00	86,390.00	8,000.00	8,000.00	94,390.00	94,390.00
04	ANSON	180,539.00	180,539.00	-	-	180,539.00	180,539.00
05	ASHE	164,359.00	164,359.00	-	-	164,359.00	164,359.00
06	AVERY	76,209.00	76,209.00	-	-	76,209.00	76,209.00
07	BEAUFORT	328,888.00	328,888.00	-	-	328,888.00	328,888.00
08	BERTIE	194,645.00	194,645.00	-	-	194,645.00	194,645.00
09	BLADEN	286,506.00	286,506.00	30,000.00	30,000.00	316,506.00	316,506.00
10	BRUNSWICK	332,256.00	332,256.00	-	-	332,256.00	332,256.00
11	BUNCOMBE	1,257,273.00	1,257,273.00	60,000.00	60,000.00	1,317,273.00	1,317,273.00
12	BURKE	350,019.00	350,019.00	-	-	350,019.00	350,019.00
13	CABARRUS	628,882.00	628,882.00	25,000.00	25,000.00	653,882.00	653,882.00
14	CALDWELL	485,212.00	485,212.00	10,000.00	10,000.00	495,212.00	495,212.00
15	CAMDEN	38,487.00	38,487.00	1,500.00	1,500.00	39,987.00	39,987.00
16	CARTERET	247,781.00	247,781.00	-	-	247,781.00	247,781.00
17	CASWELL	185,180.00	185,180.00	-	-	185,180.00	185,180.00
18	CATAWBA	748,929.00	748,929.00	-	-	748,929.00	748,929.00
19	CHATHAM	206,314.00	206,314.00	-	-	206,314.00	206,314.00
20	CHEROKEE	119,387.00	119,387.00	-	-	119,387.00	119,387.00
21	CHOWAN	96,877.00	96,877.00	5,000.00	5,000.00	101,877.00	101,877.00
22	CLAY	55,321.00	55,321.00	-	-	55,321.00	55,321.00
23	CLEVELAND	690,185.00	690,185.00	-	-	690,185.00	690,185.00
24	COLUMBUS	483,129.00	483,129.00	25,000.00	25,000.00	508,129.00	508,129.00
25	CRAVEN	412,219.00	412,219.00	20,000.00	20,000.00	432,219.00	432,219.00
26	CUMBERLAND	1,595,030.00	1,595,030.00	-	-	1,595,030.00	1,595,030.00
27	CURRITUCK	80,733.00	80,733.00	-	-	80,733.00	80,733.00
28	DARE	88,558.00	88,558.00	20,000.00	20,000.00	108,558.00	108,558.00
29	DAVIDSON	587,391.00	587,391.00	(246,000.00)	(246,000.00)	341,391.00	341,391.00
30	DAVIE	120,267.00	120,267.00	-	-	120,267.00	120,267.00
31	DUPLIN	301,503.00	301,503.00	-	-	301,503.00	301,503.00
32	DURHAM	1,380,008.00	1,380,008.00	-	-	1,380,008.00	1,380,008.00
33	EDGECOMBE	608,340.00	608,340.00	-	-	608,340.00	608,340.00
34	FORSYTH	1,509,031.00	1,509,031.00	-	-	1,509,031.00	1,509,031.00
35	FRANKLIN	319,118.00	319,118.00	10,000.00	10,000.00	329,118.00	329,118.00
36	GASTON	838,088.00	838,088.00	-	-	838,088.00	838,088.00
37	GATES	59,895.00	59,895.00	-	-	59,895.00	59,895.00
38	GRAHAM	58,228.00	58,228.00	-	-	58,228.00	58,228.00
39	GRANVILLE	283,273.00	283,273.00	-	-	283,273.00	283,273.00
40	GREENE	146,609.00	146,609.00	-	-	146,609.00	146,609.00
41	GUILFORD	1,991,044.00	1,991,044.00	-	-	1,991,044.00	1,991,044.00
42	HALIFAX	806,442.00	806,442.00	-	-	806,442.00	806,442.00
43	HARNETT	581,429.00	581,429.00	-	-	581,429.00	581,429.00
44	HAYWOOD	388,113.00	388,113.00	2,000.00	2,000.00	390,113.00	390,113.00
45	HENDERSON	312,553.00	312,553.00	-	-	312,553.00	312,553.00
46	HERTFORD	222,515.00	222,515.00	-	-	222,515.00	222,515.00
47	HOKE	222,781.00	222,781.00	-	-	222,781.00	222,781.00

CRISIS INTERVENTION PAYMENT (CIP) cont.

Authorization Number 7

	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	44,698.00	44,698.00	2,000.00	2,000.00	46,698.00	46,698.00
49	IREDELL	595,392.00	595,392.00	-	-	595,392.00	595,392.00
50	JACKSON	178,130.00	178,130.00	15,000.00	15,000.00	193,130.00	193,130.00
51	JOHNSTON	678,741.00	678,741.00	15,000.00	15,000.00	693,741.00	693,741.00
52	JONES	61,652.00	61,652.00	-	-	61,652.00	61,652.00
53	LEE	308,524.00	308,524.00	-	-	308,524.00	308,524.00
54	LENOIR	488,042.00	488,042.00	-	-	488,042.00	488,042.00
55	LINCOLN	244,194.00	244,194.00	-	-	244,194.00	244,194.00
56	MACON	196,942.00	196,942.00	199.00	199.00	197,141.00	197,141.00
57	MADISON	169,623.00	169,623.00	3,000.00	3,000.00	172,623.00	172,623.00
58	MARTIN	112,890.00	112,890.00	-	-	112,890.00	112,890.00
59	MCDOWELL	204,609.00	204,609.00	7,000.00	7,000.00	211,609.00	211,609.00
60	MECKLENBURG	4,204,487.00	4,204,487.00	-	-	4,204,487.00	4,204,487.00
61	MITCHELL	100,401.00	100,401.00	30,000.00	30,000.00	130,401.00	130,401.00
62	MONTGOMERY	178,586.00	178,586.00	-	-	178,586.00	178,586.00
63	MOORE	302,049.00	302,049.00	-	-	302,049.00	302,049.00
64	NASH	502,154.00	502,154.00	-	-	502,154.00	502,154.00
65	NEW HANOVER	856,244.00	856,244.00	-	-	856,244.00	856,244.00
66	NORTHAMPTON	310,041.00	310,041.00	75,000.00	75,000.00	385,041.00	385,041.00
67	ONSLow	503,156.00	503,156.00	-	-	503,156.00	503,156.00
68	ORANGE	467,996.00	467,996.00	-	-	467,996.00	467,996.00
69	PAMLICO	43,104.00	43,104.00	-	-	43,104.00	43,104.00
70	PASQUOTANK	211,482.00	211,482.00	-	-	211,482.00	211,482.00
71	PENDER	201,666.00	201,666.00	-	-	201,666.00	201,666.00
72	PERQUIMANS	83,165.00	83,165.00	-	-	83,165.00	83,165.00
73	PERSON	209,599.00	209,599.00	-	-	209,599.00	209,599.00
74	PITT	841,643.00	841,643.00	-	-	841,643.00	841,643.00
75	POLK	70,986.00	70,986.00	-	-	70,986.00	70,986.00
76	RANDOLPH	641,249.00	641,249.00	-	-	641,249.00	641,249.00
77	RICHMOND	357,479.00	357,479.00	2,500.00	2,500.00	359,979.00	359,979.00
78	ROBESON	1,066,166.00	1,066,166.00	(170,199.00)	(170,199.00)	895,967.00	895,967.00
79	ROCKINGHAM	564,063.00	564,063.00	-	-	564,063.00	564,063.00
80	ROWAN	667,405.00	667,405.00	-	-	667,405.00	667,405.00
81	RUTHERFORD	409,566.00	409,566.00	-	-	409,566.00	409,566.00
82	SAMPSON	322,707.00	322,707.00	-	-	322,707.00	322,707.00
83	SCOTLAND	316,939.00	316,939.00	-	-	316,939.00	316,939.00
84	STANLY	244,423.00	244,423.00	-	-	244,423.00	244,423.00
85	STOKES	149,032.00	149,032.00	-	-	149,032.00	149,032.00
86	SURRY	381,586.00	381,586.00	-	-	381,586.00	381,586.00
87	SWAIN	71,688.00	71,688.00	-	-	71,688.00	71,688.00
88	TRANSYLVANIA	146,868.00	146,868.00	10,000.00	10,000.00	156,868.00	156,868.00
89	TYRRELL	38,842.00	38,842.00	-	-	38,842.00	38,842.00
90	UNION	542,463.00	542,463.00	25,000.00	25,000.00	567,463.00	567,463.00
91	VANCE	411,188.00	411,188.00	-	-	411,188.00	411,188.00
92	WAKE	2,619,193.00	2,619,193.00	-	-	2,619,193.00	2,619,193.00
93	WARREN	169,460.00	169,460.00	-	-	169,460.00	169,460.00
94	WASHINGTON	135,883.00	135,883.00	-	-	135,883.00	135,883.00
95	WATAUGA	188,012.00	188,012.00	-	-	188,012.00	188,012.00
96	WAYNE	700,573.00	700,573.00	-	-	700,573.00	700,573.00
97	WILKES	359,257.00	359,257.00	-	-	359,257.00	359,257.00
98	WILSON	541,268.00	541,268.00	-	-	541,268.00	541,268.00
99	YADKIN	147,481.00	147,481.00	-	-	147,481.00	147,481.00
100	YANCEY	167,839.00	167,839.00	5,000.00	5,000.00	172,839.00	172,839.00
150	Jackson Indian	12,000.00	12,000.00	-	-	12,000.00	12,000.00
187	Swain Indian	6,000.00	6,000.00	-	-	6,000.00	6,000.00
	Total	\$ 44,677,742.00	\$ 44,677,742.00	\$ -	\$ -	\$ 44,677,742.00	\$ 44,677,742.00

CRISIS INTERVENTION PAYMENT (CIP) cont. Authorization Number 7

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

GRANT INFORMATION:

XS411 Heading: CRISIS

Tracked on XS411: Federal Share 100%

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

AUTHORIZED SIGNATURE

May 7, 2009

Thru to Bradsher

Accepted by:

D. [Signature]
County Director Signature

5-11-09

Date

County Name :

Union

567,463.00

Grand
Total Allocation

Please return by email with a facsimile signature to your Local Business Liaison
OR
Fax form with signature to your Local Business Liaison



AGENDA ITEM
5/9
MEETING DATE 5/18/09

N.C. Department of Juvenile Justice and Delinquency Prevention
Juvenile Crime Prevention Council Certification
Fiscal Year: 2010

County: Union	Date: 11-MAY-2009
----------------------	--------------------------

CERTIFICATION STANDARDS

STANDARD #1: **Membership**

- | | |
|---|--------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | YES
_____ |
| B. Is the membership list attached? | YES
_____ |
| C. Are members appointed for two year terms and are those terms staggered? | YES
_____ |
| D. Is membership reflective of social-economic and racial diversity of the community? | YES
_____ |
| E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.A. 143B-543?
If not, which positions are vacant and why? | YES
_____ |

STANDARD #2: **Organization**

- | | |
|---|--------------|
| A. Does the JCPC have written Bylaws? | YES
_____ |
| B. Bylaws are <input type="checkbox"/> attached or <input checked="" type="checkbox"/> on file (Select one.) | |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | YES
_____ |
| D. Does the JCPC have written policies and procedures for funding and review? | YES
_____ |
| E. These policies and procedures <input type="checkbox"/> attached or <input checked="" type="checkbox"/> on file. (Select one.) | |
| F. Does the JCPC have officers and are they elected annually?
JCPC has: <input checked="" type="checkbox"/> Chair; <input checked="" type="checkbox"/> Vice-Chair; <input type="checkbox"/> Secretary; <input type="checkbox"/> Treasurer. | YES
_____ |

STANDARD #3: **Meetings**

- | | |
|--|--------------|
| A. JCPC meetings are considered open and public notice of meetings is provided. | YES
_____ |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | YES
_____ |
| C. Does the JCPC meet bi-monthly at a minimum? | NO
_____ |
| D. Are minutes taken at all official meetings? | YES
_____ |
| E. Are minutes distributed prior to or during subsequent meetings? | YES
_____ |

