



AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, June 15, 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

1. **Opening of Meeting**
 - a. **Invocation**
 - b. **Pledge of Allegiance**
 - c. **Special Recognitions**
 1. **Jessica Garner - 2009-2010 NC Teacher of the Year**
 2. **David Dahari - 2009-2010 UCPS Teacher of the Year**
 3. **Susan Helms - 2009 Special Needs Art Educator**
 4. **Luan Ingram, UCPS Chief Communications Officer - 2009 Barry Gaskin Award - Top School PR Professional in State**
 5. **Dr. Bill Stegall, Deputy Superintendent and Assistant Superintendent for Curriculum and Instruction - Retirement after 45 Years with UCPS**
 6. **Dr. Ed Davis - Superintendent - North Carolina Southwest Regional Superintendent of the Year**
 2. **Informal Comments** (*Estimated Time: 15 Minutes)
 3. **Additions, Deletions and/or Adoption of Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Adoption of Agenda
 4. **Consent Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Approve items listed on the Consent Agenda
 5. **Public Information Officer's Comments** (*Estimated Time: 10 Minutes)
- Old Business:**
6. **Reappointment of Tax Administrator** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Consider appointment of John Petoskey for Four-Year Term as Tax Administrator, i.e. Assessor and Tax Collector
 7. **Update on Energy Efficient Grant Application** (*Estimated Time: 20 Minutes)
ACTION REQUESTED: Authorize execution and submittal of grant application

*Estimated Times Only

8. **Consideration of Proposal for Future Use of Surplus Property** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Authorize county staff and agents to offer the surplus property to the Town for a public use, either through transfer of title or long-term lease, provided that all residents of the County may access the property and any subsequent improvements, on the same basis as Town residents
9. **Annual Renewal Agreement with Thomas A. Ebert to Provide Commercial/Industrial Real Property Valuation Appraisal Support** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Authorize County Manager to approve agreement pending legal review
10. **Consideration to Schedule Work Session Regarding Water Allocation Policy** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Consider scheduling work session for either Monday, June 29, or Wednesday, June 24 regarding the Water Allocation Policy
11. **Update on Hospital** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Instruct staff to arrange for a work session with Board of Commissioners for the purpose of beginning the process of drafting an RFP
12. **BAE Incentive Agreement** (Public Hearing Held on January 20, 2009) (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Authorize Manager to approve agreement

New Business:

13. **Consideration to Adopt Resolution to Dedicate Portion of Highway 601 South, from Highway 74 East to Mangum Dairy Road, in Memory of "M. Wayne Mangum** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Consider adoption of resolution
14. **Consideration of Reduction in FY 2009 School Capital Outlay Allocation**
ACTION REQUESTED: Adopt Budget Amendment #34 and CPO #119 to apply reduction in the amount of \$1,246,400 due to prevailing economic conditions
15. **Amended and Restated Budget Ordinance for FY 2008-2009** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Adopt Amended and Restated Ordinance
16. **FY 2010 Budget Ordinance** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Adopt Ordinance
17. **Piedmont High School (Addition and Renovations) Construction Funding**
ACTION REQUESTED: Adoption of Capital Ordinance Amendment #118 and acknowledge agreement with the concept of COPS funding for the Transportation Facility at an appropriate time

18. **Announcements of Vacancies on Boards and Committees** (*Estimated Time: 5 Minutes)
- a. Adult Care Home Advisory Committee (3 Vacancies)
 - b. Nursing Home Advisory Committee (2 Vacancies)
 - c. Region F Aging Advisory Committee (Vacancies for 3 Regular Members and 1 Alternate Member as of June 30, 2009)
 - d. Juvenile Crime Prevention Council:
 - 1. School Superintendent or Designee
 - 2. Chief Court Counselor or Designee
 - 3. Director DSS or Designee
 - 4. County Manager or Designee
 - 5. Member of Faith Community
 - 6. Chief District Court Judge or Designee
 - 7. Local Health Director or Designee
 - 8. Representative of Parks and Recreation
 - 9. County Commissioner Appointees (5)
 - 10. Substance Abuse Professional
 - e. Parks and Recreation Advisory Committee (1 Vacancy for Unexpired Term Ending February 2010)
- ACTION REQUESTED:** Announce vacancies
19. **Appointments to Boards and Committees** (*Estimated Time: 10 Minutes)
- a. Centralina Workforce Development Board (1 Vacancy Representing the Private Industry)
 - b. Juvenile Crime Prevention Council
 - c. Adult Care Home Community Advisory Committee
 - d. Nursing Home Advisory Committee
- ACTION REQUESTED:** Consider appointment
20. **Manager's Comments**
21. **Commissioners' Comments**

CONSENT AGENDA
June 15, 2009

1. **Contracts/Purchase Orders Over \$20,000**
 - a. Agreement with Neighborhood Nurses to Provide In-Home Services to Eligible Home and Community Care Block Grant Clients (DSS) (Amount: \$42,500)
 - b. Contract Amendment #14 to the Agreement with The Keith Corporation for Property Management Services (FY 2009-2010)

ACTION REQUESTED: Authorize Manager to approve agreements a-b pending legal review

2. **Tax Administrator**
 - a. Twelfth Motor Vehicle Billing in the Grand Total Amount of \$1,068,431.02
 - b. Eleventh Motor Vehicle Release Register for the Period of May 1, 2009 - May 31, 2009 in the Net Grand Total of \$5,572.31-
 - c. Eleventh Motor Vehicle Refund Register for the Period of May 1, 2009 - May 31, 2009 in the Net Grand Total of \$1,371.18-
 - d. Releases for May 2009 in the Grand Total Amount of \$23,232.56
 - e. Refunds for May 2009 in the Grand Total Amount of \$28,055.06
 - f. Departmental Monthly Report for May 2009

ACTION REQUESTED: Approve items a-f

3. **Transfer of Surplus Vehicle to Veteran's Council of Union County**

ACTION REQUESTED: Adopt resolution

4. **Contracts List**

ACTION REQUESTED: Approve format

5. **Justice Assistance Grant (JAG) 2009 (Sheriff's Office) (Does Not Require a County Match)**

ACTION REQUESTED: Authorize submission of Grant application by County Manager with Captain Steve Simpson to act as the grant administrator

6. **Minutes**

ACTION REQUESTED: Approve minutes

7. **Resolution to Revise Board of Commissioners' Regular Meeting Schedule for July 2009**

ACTION REQUESTED: Consider adoption of Resolution to Revise Regular Meeting Schedule

8. **Sublease of Space at Union Village to Daymark Recovery Services**

ACTION REQUESTED: Authorize Manager to approve amendment to extend Daymark sublease on month-to-month basis

9. **Voluntary Agricultural District Ordinance (Extension of Effective Date)**

ACTION REQUESTED: Approve Amendment extending effective date of Ordinance until September 30, 2009

10. **Finance**
 - a. Motor Vehicle Tax Refund Overpayments for May 2009 in the Amount of \$2,134.33
ACTION REQUESTED: Approve tax refund overpayments
11. **A Resolution of the Union County Board of Commissioners Supporting an Alternative Method of Recognition for Veterans Status to Merchant Marine Seamen of World War II**
ACTION REQUESTED: Adopt resolution
12. **Personnel Resolution: Amendment to Article VII, Section 5**
ACTION REQUESTED: Adopt recommended revision to Union County Personnel Resolution Article VII, Section 5: Reduction in Force.

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**Information Only
No Action Requested**

1. Union County Personnel Monthly Report for May 2009
2. Department of Inspection Monthly Report for May 2009
3. Report of Water Permit Application Submission - School "J" (Stevens Mill Road)
4. Report of Water Permits - Denied Extension Request Permits Terminated (The Crown Estates at Lochaven)

Verbiage for commissioners on UCPS winners

The Union County Commissioners would like to recognize several individuals with the Union County Public Schools for their outstanding accomplishments. These individuals have been recognized locally, in the state and even nationally. It's no surprise that our school system is rated among the top in the state when you have the caliber of employees that we have with the Union County Public Schools. Would Jessica Garner, David Dahari, Luan Ingram, Susan Helms and Dr. Bill Stegall please come forward?

Jessica Garner

Porter Ridge High School Spanish teacher Jessica Garner made Union County history this past May by being the first Union County teacher to win the state teacher of the year title. Jessica was named the 2009-2010 North Carolina AT&T Teacher of the Year in Raleigh on May 5.

This 11-year veteran teacher will become the face of teachers in North Carolina and we fully expect her to take the national title when she competes in Washington in January 2010. She is an excellent ambassador for our school system and our county. Jessica will spend the next year traveling across the state as an ambassador for teachers, and she will serve as an advisor to the State Board of Education. Jessica, congratulations, we are very proud of you and know you will represent us well.

David Dahari

Also making history in Union County Public Schools is this year's local winner of the top teacher title. For the first time in the 16-year history of the school system, a man has won that title. David Dahari, a 10-year-veteran chemistry and physics teacher at Marvin Ridge High School, was chosen as the 2009-2010 Union County Public Schools Teacher of the Year on April 30.

Dahari has two master's degrees: one in science education and one in astrophysics, the study of the universe. He is currently enrolled in the doctoral program in astrophysics at the University of Florida. He now goes on to represent Union County in the regional competition. Good luck David and congratulations.

Luan Ingram

Luan Ingram, chief communications officer with Union County Public Schools, has been recognized as the top school public relations professional in North Carolina. The North Carolina School Public Relations Association named Luan as the 2009 Barry Gaskins Service Award winner, presented during the association's annual Blue Ribbon Awards celebration in Durham this past January. The award recognizes a public relations professional for outstanding leadership in school public relations and communications.

Luan has been an extraordinary communicator for our school system for the past 17 years. She actually began her career with Union County Public Schools in 1979 as a high school English teacher at Piedmont High School, a job she held for 13 years. Under her leadership, the UCPS Communications Office has won many state and national awards for its publications and communications. Congratulations Luan for all your hard work. You're a real asset to our school system.

Susan Helms

Susan Helms, an art teacher at Piedmont High School, has been chosen as the 2009 Special Needs Art Educator of the Year by the National Art Education Association (NAEA). Susan was recognized during the NAEA Special Needs Issues Group Awards Ceremony held in Minneapolis in April.

Susan co-chaired the Very Special Arts Festival in Union County, which was held at Piedmont High School. It brought the arts to Union County special needs children for about 14 years. Thank you for your hard work for this very special group of children.

Dr. Bill Stegall, Deputy Superintendent

We would also like to recognize and honor Union County Public Schools Deputy Superintendent Dr. Bill Stegall for 45 years of dedicated service to the children of Union County. This educational icon took a job as an eighth-grade English and Social Studies teacher at Unionville Elementary in 1964. He has seen the school system through the desegregation of the late 1960s; through the merger between Union County Schools and Monroe City Schools in 1993. He's been a teacher, a coach, a principal, the director of elementary education, an assistant superintendent and finally a deputy superintendent.

He's seen the school district grow from a rural system of about 10,000 students to the diverse school system it is today, with close to 40,000 students. He has served under six superintendents: Dan Davis, Dr. Paul Hammack, Dr. Nancy Davis, Cliff Dodson, Dr. Jerry Thomas and Dr. Ed Davis.

As of June 30, Dr. Stegall will retire. But Union County Public Schools' loss is Wingate University's gain. He leaves our public school system to be a professor at Wingate University. Thank you Dr. Stegall for your many years of dedicated service to the students of Union County.

Superintendent Dr. Ed Davis

Although he is unable to be here tonight, we would also like to congratulate Superintendent Dr. Ed Davis for being named the North Carolina Southwest Regional Superintendent of the Year. He was chosen by his peers last week at the end-of-the-year regional meeting of state superintendents. He was nominated by the current state superintendent of the year, Dr. Terry Holliday, superintendent of Iredell-Statesville.

In his nomination, Dr. Holliday referred to Dr. Davis as an outstanding superintendent, tackling a school system with unprecedented growth; a leader among superintendents in North Carolina. Dr. Davis now advances to the state level where he will join seven other regional nominees who are also eligible for the state title. We are very fortunate in Union County to have such a respected leader of our school system.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 6/1/09 615109

Action Agenda Item No. 6

(Central Admin. use only)

SUBJECT: Appointment of Tax Administrator

DEPARTMENT: Tax/Legal

PUBLIC HEARING: No

ATTACHMENT(S):

John Petoskey's (i) resume; (ii)
Background and Working Knowledge;
and (iii) Tax Office Accomplishments

INFORMATION CONTACT:

Al Greene
John Petoskey
Jeff Crook

TELEPHONE NUMBERS:

704-283-2625
704-283-3748
704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Consider Appointment of John Petoskey for Four-Year Term as Tax Administrator, i.e. Assessor and Tax Collector

BACKGROUND: Like many larger jurisdictions, Union County has consolidated the offices of Tax Collector and Assessor into a professional Tax Administrator position. This position has been filled by John Petoskey since 2003. Mr. Petoskey was initially appointed in 2003 to fill an unexpired term through June, 2005, at which time he was appointed for a four-year term. The current term expires at the end of June, and it thus time for re-appointment.

Pursuant to G.S. 105-294, the County Assessor is appointed by the Board of Commissioners for a term of not less than two nor more than four years. The Assessor must meet the following requirements: (1) Be at least 21 years of age as of the date of appointment; (2) Hold a high school diploma or certificate of equivalency, or in the alternative, have five years employment experience in a vocation which is reasonably related to the duties of county assessor; (3) Within two years of the date of appointment, achieve a passing score in courses of instruction approved by the Department of Revenue covering various topics; and (4) Upon completion of the required four courses, achieve a passing grade in a comprehensive examination in property tax administration conducted by the Department of Revenue. The Assessor also has continuing educational requirements. Pursuant to G.S. 105-349, the Tax Collector is appointed by the Board of Commissioners for a term of not less than one year (or in the event appointed in or after July, for the remainder of the fiscal year). The Collector must be "a person of character and integrity whose experience in business and collection work is satisfactory to the governing body." The Assessor and Collector can be removed from office during a term for good cause

after notice and an opportunity for 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:

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

SUBJECT: Update on Energy Efficiency and Conservation Block Grant

DEPARTMENT: General Services

PUBLIC HEARING: Choose one....

ATTACHMENT(S): _____

INFORMATION CONTACT:

Barry Wyatt

TELEPHONE NUMBERS:

704-283-3868

DEPARTMENT'S RECOMMENDED ACTION: Receive as Information

BACKGROUND: At the Board's May 18th meeting, authorization was given to proceed with the application for \$751,800 from the Energy Efficiency and Conservation Block Grant and for the County to contract with Centralina Council of Governments (COG) to prepare the application and subsequently the EECBG Strategy Plan.

As staff learned more about the "Grant Process" it became clear that additional assistance was needed to develop a preliminary priority list of projects to be included in the grant application. In essence staff along with the COG consultant realized that a preliminary energy audit was necessary in order for the preliminary list of projects to include only those that will provide the largest and quickest payback for the County and the Union County Public Schools.

On May 26th, staff met with the COG consultant, a representative from the Schools and a company (REFRESCO), recommended by COG, that performs energy audits. As a result of this meeting, the County contracted with REFRESCO for a preliminary energy audit (cost not to exceed \$13,460 to be covered by Grant funds) and the Schools agreed to provide the County with a list of its priority projects. REFRESCO's preliminary audit report will be completed by June 18th at which time staff along with the School's representative and COG will put together the final list of potential projects to be included in the Grant application which is due June 25th.

Once the Grant application is approved, the County has 120 days to develop a detailed Energy Efficiency and Conservation Strategy. COG will be assisting the County and the Schools in this effort. Prior to finalization of the the Strategy, staff will submit the draft Strategy to the Board for review, direction and final approval.

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: June 15, 2009

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

SUBJECT: Tom Ebert Contract

DEPARTMENT: Tax

PUBLIC HEARING: No

ATTACHMENT(S):
Contract

INFORMATION CONTACT:
John Petoskey

TELEPHONE NUMBERS:
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Approve contract renewal

BACKGROUND: The Real Estate Division of the Tax Administrator's office has historically supplemented the Commercial Property Appraisal program with a contract appraiser. This contract is a renewal with Tom Ebert who has been employed in a similar capacity by the county for the past 4 years. Renewal of this contract has become more essential this year since the budget cuts eliminated the only staff commercial appraisal position in the office. This contract is intended to back-fill that need and provide the transition bridge as remaining county appraisal staff acquire additional commercial appraisal skills. Commercial property requires a higher level of appraisal expertise than residential property appraisal. The level of Commercial expertise provided by Tom Ebert would not otherwise be available to this county at an equivalent cost. Failure to execute this contract could result in a reduction in tax base or an inequity in the commercial sector. The contract more than pays for itself in captured commercial tax base, quality control and appeal defense.

FINANCIAL IMPACT: Not to exceed \$58,800 --same as last year, and has not increased in several years.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

UNION COUNTY - CONTRACT CONTROL SHEET

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

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2253

July

Party/Vendor Name: Thomas A. Ebert

Party/Vendor Contact Person: Thomas A. Ebert Contact Phone: 864-316-4171

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

Address: 70 West Ridge Dr. City: Inman State: SC Zip: 29349

Department: Tax Administration Amount: \$58,800

Purpose: Appraisal Support

Budget Code(s)(put comma between multiple codes): 10-541400-5381

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

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: 07/01/2009

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

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

Department Head's Signature: [Signature] Date: APR 29 2009

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

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

Approval by Manager per authorization of Board

Date of Board authorization: _____ Attorney's Signature: Courteney P. Pritchard

Approval by Manager subject to authorization by Board Date: 5-18-09

Date Board authorization requested: 6/1/09

Clerk to confirm authorization given

Use Standard Template **RISK MANAGEMENT**

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

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

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

Risk Manager's Signature: [Signature] Date: 5/12/09

INFORMATION TECHNOLOGY DIRECTOR

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

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

IT Director's Signature Date: _____ MAY 18 2009

Date Received: _____ **BUDGET AND FINANCE**

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

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

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

Notes: _____

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

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

Finance Director's Signature: _____ Date: _____

CLERK

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

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

Attorney Information Tech. Director Other: _____

COUNTY MANAGER

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

County Manager's Signature: _____ Date: _____

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2009, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 N. Main Street, Monroe, N.C. 28112, hereinafter referred to as 'UNION,' and THOMAS A. EBERT, whose address is 70 West Ridge Dr., Inman, SC 29349, hereinafter referred to as 'Contractor'.

WITNESSETH

WHEREAS, UNION desires to engage Contractor's services for real property valuation activities; and

WHEREAS, Contractor is willing to provide said services.

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

PERFORMED

1. **JOBS TO BE PERFORMED.** Contractor shall provide Ad Valorem appraisal services as defined in ~~the 11 item Addendum to this document.~~ **Addendum A**, attached and incorporated herein by reference.

Contractor shall complete all services not later than June 30, 2010, Contractor warrants that Contractor shall perform all work in a competent and professional manner. Int. _____

2. **TERM.** This agreement shall commence as of July 1, 2009, and continue until June 30, 2010 (12 months) unless earlier terminated as provided herein.

3. **TERMS OF PAYMENT.** Compensation for the services outlined in Paragraph 1 above shall be on the basis of Lump Sum not to exceed the amount of \$58,800. Contractor shall submit an itemized invoice to Union not later than Monday of every second week. The portion of the Lump Sum amount billed for Contractor's services will be based upon Contractor's verifiable estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.* Union shall have the right at any time to inspect such of Contractor's records as may be necessary to establish that the work has proceeded to the point asserted by Contractor in any invoice for payment. Union shall pay Contractor the verified invoice amount within fifteen (15) days of receipt of invoice by Union's Finance Office.** Int. _____

4. **REIMBURSEMENT OF EXPENSES.** Union shall not be liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed in writing.

5. **FEDERAL, STATE, and LOCAL TAXES.** Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

* in accordance with the weighted percentages set forth in Addendum B, attached and incorporated herein by reference.

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

6. NOTICE TO CONTRACTOR REGARDING ~~IT IS~~ TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law. Int. _____

7. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

8. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor, and, if required,* shall provide to Union a certificate of worker's compensation insurance. Int. _____

* by law to purchase workers' compensation insurance,

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

10. TERMINATION WITHOUT CAUSE. Without cause, either party may terminate this agreement after giving thirty (30) days prior written notice to the other of intent to terminate. The parties shall deal with each other in good faith during the thirty (30) day period after any notice of intent to terminate has been given. Upon termination, Contractor shall provide to Union all documents, work papers, and other records prepared by Contractor in the performance of services provided pursuant to this Agreement.

11. TERMINATION WITH CAUSE. With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement.
- B. Any act exposing the other party to liability to others for personal injury or property damage.

12. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

13. **NO AUTHORITY TO BIND UNION.** Contractor has no authority to enter into contracts or agreements on behalf of UNION. This agreement does not create a partnership or any form of agency between the parties.

14. **DECLARATION BY INDEPENDENT CONTRACTOR.** Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this agreement.

15. **HOW NOTICES SHALL BE GIVEN.** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

16. **ASSIGNABILITY.** This agreement may be assigned, in whole or in part, by Contractor. Contractor shall provide written notice to Union before any such assignment.

17. **CHOICE OF LAW.** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of North Carolina.

18. **ENTIRE AGREEMENT.** This is the entire agreement of the parties. *

Int. _____
[Redacted]

19. **SEVERABILITY.** If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

20. **AMENDMENTS.** This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

Att. _____
[Redacted]

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

ATTEST:

UNION COUNTY

By: _____
Clerk to the Board

By: _____
County Manager

WITNESS:
ATTEST:

THOMAS A. EBERT

BY: _____

BY: _____

Approved as to Legal Form *QR*

* This Agreement contains the complete agreement of the parties regarding the terms and conditions of the contract, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This agreement shall supersede any prior agreement between the parties for the same services.

** 21. **INSURANCE.** Contractor shall provide insurance coverage in accordance with Addendum C, attached and incorporated herein by reference.

Addendum A
Ad Valorem Appraisal Services Activities
Union County, NC / Thomas A. Ebert
July 1, 2009 - June 30, 2010

Major Contract Activities

<u>item</u>	<u>Activity</u>
1	<i>completion of 2009 Board of Equalization and Review appeals</i>
2	<i>assist in the completion of 2008 Reappraisal DOR Appeals</i>
3	<i>review / completion of 2009 tax year 'Tracking System' listed parcels'</i>
4	<i>review / completion of 2010 tax year 'Tracking System' listed parcels'</i>
5	<i>full appraisal staff Commercial/Industrial Orientation - Office/Field</i>
6	<i>full appraisal staff Commercial/Industrial Standard Operating Procedures - Office/Field</i>
7	<i>2010 Final Value Calculations</i>
8	<i>participate in the Preparation for the 2012 Reappraisal</i>
9	<i>development of commercial/industrial work plans / project time lines</i>
10	<i>continue with Commercial/Industrial Neighborhood Delineation Maintenance</i>
11	<i>commercial/industrial taxpayer interface</i>

**Union County North Carolina
2009 - 2010 Appraisal Services Activities
Weighted Percentages**

<u>Contract Activity Item</u>	<u>% of Contract</u>	<u>days of Contract</u>	<u>Dollar amount of Contract</u>	<u>Activities</u>
1	10%	17	\$ 5,880	completion of 2009 Board of Equalization and Review appeals June 30, 2009
2	1%	2	\$ 588	assist in the completion of 2008 Reappraisal DOR Appeals 3rd Quarter
3	5%	9	\$ 2,940	review / completion of 2009 tax year 'Tracking System' listed parcels' 15-May-09
4	15%	26	\$ 8,820	review / completion of 2010 tax year 'Tracking System' listed parcels' Jan. 31, 2010
5	4%	7	\$ 2,352	full appraisal staff Commercial/Industrial orientation - Office/Field 1st Quarter
6	40%	68	\$ 23,520	full appraisal staff C/I Standard Operating Procedures - Field/Field 2nd-4th Quarter
7	17%	29	\$ 9,996	2010 Final Value Calculations Feb. 15, 2010
8	1%	2	\$ 588	participate in the Preparation for the 2012 Reappraisal 1st- 4th Quarters
9	1%	2	\$ 588	development of commercial/industrial work plans / project time lines 1st- 4th Quarters
10	3%	5	\$ 1,764	continue with C/I Neighborhood Delineation Maintenance 1st- 4th Quarters
11	3%	5	\$ 1,764	commercial/industrial taxpayer interface 1st- 4th Q
	100%	170	\$ 58,800	

ADDENDUM^C

Int. _____
[REDACTED]

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

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

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

- B. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit - Any Auto

ADDITIONAL INSURANCE REQUIREMENTS

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

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

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

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

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

- D. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention

is the sole responsibility of Contractor.

E. All certificates of insurance shall be on approved ACORD 25 form and shall provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice. Notwithstanding the notification requirements of the insurer, Contractor hereby agrees to notify Certificate Holder immediately if any policy is cancelled or changed.

F. The Certificate of Insurance should note in the Description of Operations the following:

Department: Tax Administration
Contract #: ~~1998~~ 2253

Int. _____


G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Union County's Legal/Risk Management personnel within twenty-four (24) hours.

I. Certificate Holder shall be listed as follows:

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

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

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 15, 2009

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

SUBJECT: BAE Incentive Agreement

DEPARTMENT: Legal

PUBLIC HEARING: No

ATTACHMENT(S):
Draft Agreement

INFORMATION CONTACT:
Jeff Crook

TELEPHONE NUMBERS:
704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Authorize County Manager to Approve Agreement

BACKGROUND: In January, the Board approved award of an incentive grant to BAE Systems Tensylon High Performance Materials, Inc. in an amount not to exceed \$53,717.77, payable over a period of three years. The Board also required that BAE provide a minimum number of new jobs in Union County and that these be retained during the grant term. Because of the prior Board action, this item would have been placed on the Consent Agenda. However, Commissioner Kuehler requested recusal and was excused by the Board during the public hearing due to a potential conflict of interest. The item is placed on the regular agenda in order that Commissioner Kuehler may again seek recusal, if necessary.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

This Agreement is made and entered into as of the ____ day of _____, 2009 (the "Effective Date"), by and between UNION COUNTY, a political subdivision of the State of North Carolina ("Union"), and BAE SYSTEMS TENSYLON HIGH PERFORMANCE MATERIALS, INC. ("Grantee"), a North Carolina corporation and a subsidiary of BAE Systems plc.

WITNESSETH;

WHEREAS, pursuant to N.C.G.S. § 158-7.1 et seq., the Union County Board of Commissioners (the "Board") desires to promote economic development in Union County by inducing existing industry to expand in Union County and inducing targeted new industries to locate in Union County; and

WHEREAS, Grantee is a manufacturer and provider of specialized high performance antiballistic materials trademarked Tensylon®; and

WHEREAS, Grantee plans to purchase approximately \$5,700,000 worth of machinery and equipment for installation at its Union County manufacturing facility (Grantee's "Planned Investment"), and create approximately 15 new full-time jobs; and

WHEREAS, Union County Partnership for Progress ("UCPP") has recommended to the Board that Union County provide an incentive grant to Grantee in accordance with the terms stated herein as an inducement for Grantee to make its Planned Investment in Union County; and

WHEREAS, the Board held a public hearing on January 20, 2009, to receive comments regarding UCPP's incentive grant recommendation and thereafter voted to approve a grant to Grantee, the terms of which are set forth herein; and

WHEREAS, Grantee acknowledges that the incentive grant provided pursuant to this Agreement (the "Grant") has served as inducement for Grantee to make its Planned Investment in Union County.

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

1. Grant Terms and Conditions. Grantee shall comply with the following requirements ("Grant Terms and Conditions") in order to qualify for the Grant:

- (a) On or before December 31, 2009, Grantee shall install equipment and machinery ("Qualifying Equipment") at its manufacturing facility located in Union County, North Carolina (the "Facility"), which Qualifying Equipment will represent a new capital investment with an assessed value as of January 1, 2010, of between

\$4,275,000 and \$5,700,000. For purposes of this Agreement, the term “assessed value” shall refer to tax value as determined by the Union County Assessor. Also on or before, December 31, 2009, Grantee shall hire not fewer than twelve (12) “Qualifying Employees,” as that term is defined in subsection (c) below, to work at the Facility. The value of the Qualifying Equipment may exceed the maximum value stated above, but this maximum value shall serve as the highest value used to calculate the grant amount awarded pursuant to this Agreement.

- (b) Qualifying Equipment: All Qualifying Equipment: (i) must remain in Union County through and until January 1, 2013; (ii) must be capable of being capitalized for federal tax depreciation purposes over a period of more than six years; (iii) must not be currently taxed in Union County; (iv) must not be installed to replace existing personal property in Union County; and (v) must not be rolling stock, goods in process, supplies, or inventory.

To facilitate appraisal by the Assessor, Grantee shall itemize all business personal property (machinery, equipment, furniture, and fixtures) on Grantee’s tax listing form as of January 1 of each year. In addition to such listing, Grantee shall also provide the Assessor with Grantee’s actual cost for each piece of machinery and equipment comprising the Qualifying Equipment.

- (c) Qualifying Employees: As used in this Agreement, the term “Qualifying Employees” shall mean permanent employees of Grantee who are hired after January 20, 2009 and who work full-time at the Facility. The term “Qualifying Employees” shall not include: seasonal, temporary, part-time, and/or contract employees, independent contractors, employees of Grantee who were hired prior to January 21, 2009, or employees who were hired to replace employees that were hired prior to January 21, 2009. Grantee must retain not fewer than twelve (12) Qualifying Employees through January 1, 2013. Grantee must also maintain through January 1, 2013, a base level of at least 36 full-time, permanent employees at the Facility in addition to the Qualifying Employees that are to be hired pursuant to this Agreement.
- (d) Operation. Throughout the grant term, Grantee shall operate the Facility and maintain the Qualifying Equipment in compliance with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. By way of illustration and not limitation, Grantee shall comply with all environmental laws.
- (e) Taxes. Throughout the grant term, Grantee shall pay all applicable local taxes on Grantee’s total taxable assets in Union County, including the full value of the Qualifying Equipment, based on the value of those assets as determined by the Union County Assessor, and shall remain current in the payment of all ad valorem taxes and fees imposed by Union County and any municipality with jurisdiction.

2. Amount and Term of Grants.

If Grantee satisfies all of the Grant Terms and Conditions, then Union shall provide a grant to Grantee payable over a three-year period beginning in 2011. The amount of each year's payment will be calculated as shown below; provided, however, that at no time during the administration of this Agreement will the grant payment exceed the tax revenue actually received by Union County for the Qualifying Equipment for the current year, and provided further that the total amount of the Grant, when all three payments are combined, will not exceed \$53,717.77.

2011: .00392 x assessed tax values of the Qualifying Equipment as of January 1
(estimated at \$20,719.71)

2012: .00392 x 2nd year depreciated assessed values of the Qualifying Equipment as of
January 1 (estimated at \$17,905.92)

2013: .00392 x 3rd year depreciated assessed values of the Qualifying Equipment as of
January 1 (estimated at \$15,092.14)

3. Compliance Audits. Grant payments will continue throughout the grant term only so long as Grantee continues to satisfy the Grant Terms and Conditions. Grantee shall provide such data as may be required by Union to verify and substantiate Grantee's initial and ongoing compliance with the Grant Terms and Conditions. Union reserves the right to audit Grantee to ensure compliance, and in the event of an audit Grantee agrees to cooperate with Union by providing such information and such access to Grantee's records as may be necessary for Union to establish compliance with the Grant Terms and Conditions.

4. Termination. If Union is unable to independently verify initial and ongoing compliance with the Grant Terms and Conditions upon exercise of reasonable effort, or if Grantee fails to satisfy any or all of the Grant Terms and Conditions, then Union may terminate this Agreement and have no further obligation to Grantee for any grant payment hereunder. In the event Union terminates this Agreement as a result of Grantee's failure to comply with the Grant Terms and Conditions, then Grantee must reimburse to Union the amount of any grant award(s) already paid pursuant to this Agreement. Prior to termination based on Grantee's failure to comply with the Grant Terms and Conditions, Union shall provide Grantee with written notice stating Union's basis for termination and giving Grantee twenty (20) days from receipt of notice to remedy such failure; provided, however, that if termination is based on Grantee's failure to pay taxes in accordance with Section 1(d) above, Grantee shall have only three (3) days from receipt of notice to pay the delinquent taxes.

5. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their assigns and successors in interest. This Agreement contains the total agreement between the parties and may only be altered or amended by the parties hereto in writing. If this Agreement, or any provision hereof, is determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, this Agreement shall terminate and neither party shall have any further obligation to the other. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Exclusive

venue for any disputes arising hereunder is conferred upon the General Courts of Justice of the State of North Carolina sitting in Union County, North Carolina. Grantee shall not assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of Union. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

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

ATTEST: UNION COUNTY

BY: _____ BY: _____
Clerk to the Board County Manager

ATTEST: BAE SYSTEMS TENSYLON HIGH PERFORMANCE MATERIALS, INC.

BY: _____ BY: _____
Office Manager Vice President and General Manager

Approved As To Legal Form _____

**RESOLUTION TO REQUEST DEDICATION
OF PORTION OF HIGHWAY 601 SOUTH,
FROM HIGHWAY 74 EAST TO MANGUM DAIRY ROAD
TO W. WAYNE MANGUM**

THAT WHEREAS, the Union County Board of Commissioners has received a letter of support from the Union County Agricultural Advisory Board to dedicate that portion of Highway 601 South, from Highway 74 East to Mangum Dairy Road to M. Wayne Mangum; and

WHEREAS, the Union County Board of Commissioners recognizes the contributions and leadership of Mr. Mangum during his lifetime to farming, agriculture education and the Future Farmers of America (FFA);

WHEREAS, Mr. Mangum served a 42-year career as a vocational agriculture educator, and during those years he taught in Rutherford County, at Wesley Chapel High School and Sun Valley High School in Union County; and

WHEREAS, Mr. Mangum also served as a member of the Union County Board of Education for eight years; and

WHEREAS, he served as a mentor to countless Union County young people during his tenure as a vocational agriculture teacher and under his direction, his FFA members and teams won 106 state championships; and

WHEREAS, included among the many achievements and awards received by Mr. Mangum during his lifetime are: the FFA Honorary Carolina Farmer Degree in 1953; Honorary American Farmer degree in 1954; Teacher of Teachers Silver Award of National Vocational Agriculture Teachers Association in 1968; recognized for fifty years of outstanding service by the Wesley Chapel Agri-Business Club in 1995; Order of the Long Leaf Pine; and the North Carolina Ambassador of Agriculture Award; and

WHEREAS, Mr. Mangum was instrumental in bringing modern technology to the agricultural industry in Union County and through his leadership and efforts, Union County became one of the leading agricultural counties in North Carolina; and

WHEREAS, evidence of his impact to the County's agricultural industry continues today through the awarding of the M. Wayne Mangum Scholarship, which is directed to students who are in pursuit of a higher education in the fields of agriculture, horticulture, home economics, or related areas such as forestry, ag mechanics, welding and childcare; and

WHEREAS, the Board of Commissioners desires to provide tribute to Mr. Mangum through the dedication in his memory of that portion of Highway 601 South, from Highway 74 East to Mangum Dairy Road.

NOW, THEREFORE, BE IT RESOLVED by the Union County Board of Commissioners that the North Carolina Department of Transportation is hereby requested to dedicate or authorize the Board of Commissioners to dedicate, in memory of M. Wayne Mangum that portion of Highway 601 South from Highway 74 East to Mangum Dairy Road. The Department of Transportation is also requested to place signs, or authorize the placement of signs, appropriate in size and content, to indicate dedication of Highway 601 South from Highway 74 East to Mangum Dairy Road in memory of M. Wayne Mangum.

Adopted this 15th day of June, 2009.

ATTEST:

Lynn G. West, Clerk to the Board

Lanny Openshaw, Chairman
Union County Board of Commissioners

Union County Agricultural Advisory Board
3230-D Presson Road
Monroe, NC 28112

TO: Union County Board of Commissioners
Lanny Openshaw, Chairman
Kim Rogers, Vice-Chairman
Allan Baucom
Tracy Kuehler
Parker Mills

FROM: Everette Medlin *Everette Medlin db*
Chairman, Union County Agricultural Advisory Board

DATE: May 22, 2009

RE: Naming Portion of 601 South

We, the Union County Agricultural Advisory Board support the idea of naming the portion of Highway 601 South, from Highway 74 East to Mangum Dairy Road, the "M. Wayne Mangum Memorial Highway".

Mr. Wayne Mangum was a leader in the agricultural community for many years. He served for over 42 years as an agricultural teacher in North Carolina and the majority of those years were in Union County. Mr. Mangum served as a mentor to countless Union County young people during his tenure as a vocational agriculture teacher.

He was instrumental in bringing modern technology to the agricultural industry in Union County. Through his efforts Union County became one of the leading agricultural counties in North Carolina.

Such an honor is small tribute to a man who contributed so much to Union County. Evidence of his impact continues today through the awarding of the "M. Wayne Mangum Scholarship". This scholarship is directed to students, who are in pursuit of a higher education in the fields of agriculture, horticulture, home economics, or related areas such as forestry, ag- mechanics, welding, and childcare.

Therefore in recognition of his life long commitment to agriculture, we support the naming of the above section of Highway 601 South the "M. Wayne Mangum Memorial Highway. Please feel free to contact me should you have any questions or concerns.

cc: ~~Mr. Al Greene, County Manager~~
Mr. Barry Moose, NCDOT

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 15, 2009

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

SUBJECT: Reduction in UCPS Capital Outlay - February 2009 Lottery and ADM Diversion

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
BOA #34
CPO #119

INFORMATION CONTACT:
Kai Nelson

TELEPHONE NUMBERS:
704.292.2522

DEPARTMENT'S RECOMMENDED ACTION: Adoption of Budget Ordinance Amendment 34 and Capital Project Ordinance Amendment 119

BACKGROUND: In February 2009, the Governor diverted lottery and ADM payments from the Public School Building Capital Fund in the amount of \$1,246,765 due the State's economic and financial conditions. This action, combined with sagging County revenues (property taxes, real estate related fees and charges, investment income) due to the economic conditions, further exacerbates the County's financial condition.

Pursuant to G.S. 159-13(b)(9), the Commission conducted a public meeting at which the school board was given an opportunity to present information on the impact of the proposed reduction prevailing economic conditions.

FINANCIAL IMPACT: Diversion reduces County funds in Debt Service Management Plan which funds School Capital Improvement Plan - both debt service and pay go capital

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

BUDGET AMENDMENT

BUDGET Finance REQUESTED BY Kai Nelson
 FISCAL YEAR FY2009 DATE June 15, 2009

INCREASE

Description

DECREASE

Description

Fund Balance Appropriated 1,246,400
IFT to General Capital Proj 1,246,400

Explanation: Apply reduction in the amount of \$1,246,400 due to prevalling economic conditions.

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

FOR POSTING PURPOSES ONLY

DEBIT

CREDIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	<u>Amount</u>
10499100-4991	Fund Balance Appropriated	1,246,400	10559200-5040	IFT to General Capital Proj	1,246,400

	Total	1,246,400		Total	1,246,400
Prepared By		dhc			
Posted By					
Date				Number	34

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET General Capital Project Ordinance Fund REQUESTED BY Kai Nelson
 FISCAL YEAR FY 2008-2009 DATE June 15, 2009

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT From General Fund	5,871,958	(1,246,400)	4,625,558

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
FY2009 School Capital Outlay	5,871,958	(1,246,400)	4,625,558

<u>5,871,958</u>	<u>(1,246,400)</u>	<u>4,625,558</u>	<u>5,871,958</u>	<u>(1,246,400)</u>	<u>4,625,558</u>
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EXPLANATION: Reduction of FY2009 School Capital Outlay Allocation.

DATE: _____

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

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
IFT From General Fund 41459200-4010-S04	5,871,958	(1,246,400)	4,625,558

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
FY2009 School Capital Outlay 41559200-5630-S04	5,871,958	(1,246,400)	4,625,558

<u>5,871,958</u>	<u>(1,246,400)</u>	<u>4,625,558</u>	<u>5,871,958</u>	<u>(1,246,400)</u>	<u>4,625,558</u>
------------------	--------------------	------------------	------------------	--------------------	------------------

Prepared By dhc
 Posted By _____
 Date _____

Number CPO - 119

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 15, 2009

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

SUBJECT: Amended and Restated FY2009 Budget Ordinance

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
Ordinance

INFORMATION CONTACT:
Kai Nelson

TELEPHONE NUMBERS:
704.292.2522

DEPARTMENT'S RECOMMENDED ACTION: Adopt Amended and Restated FY2009 Budget Ordinance

BACKGROUND: This amended and restated budget ordinance provides the external auditors with a cumulative final budget for FY2009 and incorporates Board actions throughout the fiscal year into a single, restated final budget ordinance. The amended and restated ordinance parallels the amounts contained in the current budget/estimated columns that appear on pages 16-17 and 33 of the Budget Book.

The additional uses exceeding budget relate to the following functional areas: Board of Commissioners (legal fees), State Medical Examiner, and the appropriation of resources (\$76.1 million) for the GO fixed rate refunding which displaced the 2005 Variable Rate Bonds as part of the debt restructuring initiative.

Typically the list of budget adjustments is much more extensive. The mid-year action that curtailed/eliminated substantial spending has produced significant budget savings thus mitigating the necessity for year end budget adjustments that accompany the amended and final budget.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Fiscal Year 2008-2009 DRAFT - Amended and Restated Budget Ordinance
Union County, NC

SECTION I. GENERAL FUND

A. The following amounts are hereby appropriated in the GENERAL FUND for the operation of the county government and its activities for the fiscal year beginning July 1, 2008 and ending June 30, 2009 in accordance with the chart of accounts heretofore established for this county.

General Government:			
Board of Commissioners	730,142		
Central Administration	1,551,952		
County Dues & Memberships	128,599		
Internal Audit	98,126		
Legal	335,714		
Personnel	828,358		
Finance	930,890		
Tax Administration	4,242,376		
Court Facilities	2,189,362		
Elections	997,011		
Register of Deeds	1,205,450		
Information Technology	2,641,962		
General Services	645,608	16,525,550	
Public Safety:			
Law Enforcement	20,854,311		
Communications	5,290,056		
Homeland Security	317,020		
Fire Services	1,300,883		
Inspections	2,129,837		
Outside Agencies	3,755,736	33,647,843	
Economic & Physical Development:			
Planning	677,106		
Economic Development	1,259,866		
Cooperative Extension	1,249,701		
Soil Conservation	77,269		
Outside Agency	68,725	3,332,667	
Human Services:			
Public Health	9,082,709		
Social Services	28,500,771		
Transportation and Nutrition	1,574,175		
Veterans' Services	294,638		
Outside Agencies	2,046,385	41,498,678	
Education:			
School Current Expense (See Section VIII. D.)	77,296,271		
School CE-Occupancy Costs	213,507		
School Capital Outlay (See Section VIII. A., B., & C.)			
Pay-Go & Bond Savings	17,795,700		
Economy Downturn Rev 1	(3,928,042)		
Economy Downturn Rev 2	(1,246,400)		
Bond Savings	(7,995,700)	4,625,558	
School Debt Service		125,235,529	
Community College			
Debt Service	356,074		
Operations	1,200,000		
Outside Agency	2,500	208,929,439	
Cultural and Recreational:			
Library	5,043,590		
Parks & Recreation	2,869,249		
Outside Agencies	186,071	8,098,910	
Contingency/Nondepartmental	326,590	326,590	
		<u>312,359,677</u>	

DRAFT - Amended and Restated Budget Ordinance Fiscal Year 2008-2009
Union County, NC

B. It is estimated that the following revenues will be available in the GENERAL FUND for the fiscal year beginning July 1, 2008 and ending June 30, 2009.

Ad Valorem Taxes	148,623,593
Local Option Sales Tax	37,273,557
Other Taxes	2,115,000
Intergovernmental	28,845,339
Functional Revenues	8,804,845
Miscellaneous	7,235,718
Proceeds from Debt	76,080,000
Fund Balance Appropriated	3,381,625
	<u>312,359,677</u>

SECTION II. FIRE TAX DISTRICTS

A. The following amounts are hereby appropriated in the various FIRE TAX DISTRICT FUNDS for the operation of fire protection services for the fiscal year beginning July 1, 2008 and ending June 30, 2009 with the chart of accounts heretofore established for this county.

B. It is estimated that the following revenues will be available in the FIRE TAX DISTRICT FUNDS for the fiscal year beginning July 1, 2008 and ending June 30, 2009.

Hemby Bridge	<u>1,151,500</u>
Springs	<u>350,555</u>
Stallings	<u>957,110</u>
Waxhaw	<u>614,200</u>
Wesley Chapel	<u>1,117,831</u>

Ad Valorem Taxes	1,054,969
Local Option Sales Tax	96,531
	<u>1,151,500</u>
Ad Valorem Taxes	316,338
Local Option Sales Tax	34,217
	<u>350,555</u>
Ad Valorem Taxes	888,230
Local Option Sales Tax	68,880
	<u>957,110</u>
Ad Valorem Taxes	399,203
Local Option Sales Tax	79,997
Fund Balance Appropriated	135,000
	<u>614,200</u>
Ad Valorem Taxes	1,025,757
Local Option Sales Tax	92,074
	<u>1,117,831</u>

SECTION III. FEE SUPPORTED FIRE DISTRICTS

A. The following amounts are hereby appropriated in the FEE SUPPORTED FIRE DISTRICTS FUND for the operation of fire protection services for the fiscal year beginning July 1, 2008 and ending June 30, 2009 with the chart of accounts heretofore established for this county.

B. It is estimated that the following revenues will be available in the FEE SUPPORTED FIRE DISTRICTS FUND for the fiscal year beginning July 1, 2008 and ending June 30, 2009.

Public Safety:	<u>1,218,127</u>
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Fire Fees	1,218,127
Fund Balance Appropriated	-
	<u>1,218,127</u>

Fiscal Year 2008-2009 DRAFT - Amended and Restated Budget Ordinance
Union County, NC

SECTION IV. EMERGENCY TELEPHONE SYSTEM

A. The following amounts are hereby appropriated in the EMERGENCY TELEPHONE SYSTEM FUND for the emergency 911 services for the fiscal year beginning July 1, 2008 and ending June 30, 2009 with the chart of accounts heretofore established for this county.

Public Safety	<u>1,355,064</u>
---------------	------------------

B. It is estimated that the following revenues will be available in the EMERGENCY TELEPHONE SYSTEM FUND for the fiscal year beginning July 1, 2008 and ending June 30, 2009.

Service Charges	1,244,465
Miscellaneous	110,599
	<u>1,355,064</u>

SECTION V. WATER AND SEWER

A. The following amounts are hereby appropriated in the WATER AND SEWER FUND for the operation of water and sewer services for the fiscal year beginning July 1, 2008 and ending June 30, 2009 with the chart of accounts heretofore established for this county.

Water & Sewer	<u>34,785,455</u>
---------------	-------------------

B. It is estimated that the following revenues will be available in the WATER AND SEWER FUND for the fiscal year beginning July 1, 2008 and ending June 30, 2009.

Fees for Services	32,588,741
Miscellaneous	1,927,561
Fund Balance Appropriated	269,153
	<u>34,785,455</u>

SECTION VI. SOLID WASTE

A. The following amounts are hereby appropriated in the SOLID WASTE FUND for the operation of solid waste services for the fiscal year beginning July 1, 2008 and ending June 30, 2009 with the chart of accounts heretofore established for this county.

Solid Waste	<u>4,899,557</u>
-------------	------------------

B. It is estimated that the following revenues will be available in the SOLID WASTE FUND for the fiscal year beginning July 1, 2008 and ending June 30, 2009.

Fees for Services	4,730,348
Miscellaneous	150,166
Fund Balance Appropriated	19,043
	<u>4,899,557</u>

SECTION VII. STORMWATER

A. The following amounts are hereby appropriated in the STORMWATER FUND for the operation of stormwater services for the fiscal year beginning July 1, 2008 and ending June 30, 2009 with the chart of accounts heretofore established for this county.

Stormwater	<u>307,976</u>
------------	----------------

B. It is estimated that the following revenues will be available in the STORMWATER FUND for the fiscal year beginning July 1, 2008 and ending June 30, 2009.

Transfer from Enterprise Fund	285,775
Fund Balance Appropriated	22,201
	<u>307,976</u>

DRAFT - Amended and Restated Budget Ordinance Fiscal Year 2008-2009
Union County, NC

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

- A. The following amounts are hereby amending the appropriation in the SCHOOL BOND FUND-55 (Capital Project Ordinance Fund) for education capital projects within the chart of accounts heretofore established for this county. Capital expenditures allocated to SCHOOL BOND FUND-55 are limited to Category I and III projects identified in the County's approved 2009-2013 UCPS Capital Improvement Plan.
- B. It is estimated that the following revenues will be available in the SCHOOL BOND FUND-55 (Capital Project Ordinance Fund). SCHOOL BOND FUND-55 revenues are limited to bond funded CIP project savings which accrue only to funded and bid construction projects.

Capital Projects	<u>7,995,700</u>	Debt Proceeds	<u>7,995,700</u>
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- C. The appropriations identified as Section I A. General Fund - School Capital in the amount of \$17,795,700 shall be allocated to UCPS based on 115C-429(b) Category I (projects) and Category II (entire category) and Category III (entire category). The School Capital Categories I, II and III shall be based on the County's approved 2009-2013 UCPS Capital Improvement Plan. Additionally, Category I and Category II capital outlay appropriations provided by the County and reflected in the UCPS capital outlay fund pursuant to 11 5C-426 that are not capitalized pursuant to governmental generally accepted accounting principles will be charged to School Current Expense with a budget transfer from School Capital Outlay. Union County Finance Director is hereby provided the authority to make said budget transfers.
- D. The appropriation identified as Section I A. General Fund -School Current Expense in the amount of \$79,233,160 is based on a projected ADM student enrollment of 40,212 (UCPS and Charter Schools) representing \$1,970.38595 per pupil. The School Current Expense amount (\$79,233,160) shall be adjusted based on the higher of the 1" or 2" Month ADM for the 2008-2009 school year (each Months' calculations of student enrollment shall include ADM for UCPS and Charter Schools); the adjustment occurring only if the higher of the 1" or 2" Month ADM is greater than 40,312 or less than 40,112. The 1st and 2nd Month ADM student enrollment shall be those amounts published by the Department of Public Instruction. The adjusted ADM student enrollment (if greater than 40,312 or less than 40,112) shall then be multiplied by the per pupil amount of \$1,970.38595 with a corresponding adjustment to the School Current Expense amount.

SECTION IX.

- A. GENERAL FUND: That there is hereby levied for the fiscal year beginning July 1, 2008, and ending June 30, 2009, the following county-wide rate of tax on each one hundred dollars (\$100) valuation of taxable property situated in the County, as listed for taxes as of January 1, 2008, for the purpose of raising the revenue from current year's taxes, as set forth in the foregoing county-wide estimates of revenue, and in order to finance the foregoing county-wide appropriations:

General Fund - County-wide Rate .6650

- B. SPECIAL DISTRICTS: That there is hereby levied for the fiscal year beginning July 1, 2008, and ending June 30, 2009, the following Special District tax rate on each one hundred dollars (\$100) valuation of estimated taxable property situated in each Special District, as listed for taxes as of January 1, 2008, for the purpose of raising the revenue from current year's taxes, as set out in the foregoing District estimates of revenue, and in order to finance the foregoing District appropriations:

Hemby Bridge Fire Protection District	<u>.0493</u>	Wesley Chapel Fire Protection District	<u>.0191</u>
Springs Fire Protection District	<u>.0306</u>	Waxhaw Fire Protection District	<u>.0248</u>
Stallings Fire Protection District	<u>.0406</u>		

SECTION X. FIRE FEES

These fees will be collected by the County Tax Administrator's Office and remitted to the various fee supported fire districts by the Finance Department on a monthly basis. Remittances may not exceed the budgeted amount for any given department. In the event that revenues exceed expenditures, those funds shall be withheld and used in the next year's budget appropriation as a fund balance added to the appropriation from fees collected in that year. The fees are as follows:

FIRE FEES 2008-2009		Allens						
		Cross-Roads	Bakers	Beaver Lane	Fairview	Griffith Road	Jackson	Lanes Creek
Percentage per request or maximum		100.00%	80.42%	100.00%	90.62%	100.00%	100.00%	100.00%
Single Family Dwelling (SFD)	(max fee of \$50)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Unimproved Land-per acre		0.02	0.02	0.02	0.02	0.02	0.02	0.02
-minimum	(10% of fee)	5.00	4.02	5.00	4.53	5.00	5.00	5.00
Animal/Horticulture	(20% of fee)	10.00	8.04	10.00	9.06	10.00	10.00	10.00
Commercial < or = 5000 sq ft	(100% of fee)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Commercial > 5000 sq ft	(200% of fee)	100.00	80.42	100.00	90.62	100.00	100.00	100.00
Mobile Home	(same as SFD)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Duplex	(same as SFD)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Triplex	(150% of fee)	75.00	60.32	75.00	67.97	75.00	75.00	75.00
Other Family Dwellings	(200% of fee)	100.00	80.42	100.00	90.62	100.00	100.00	100.00
Cultural Facilities	(same as SFD)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Educational Facilities	(same as SFD)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Governmental Facilities	(same as SFD)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Religious Facilities	(same as SFD)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Fire Protection Facilities	(same as SFD)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
%		100.00%	80.42%	100.00%	90.62%	100.00%	100.00%	100.00%
		New						
		Salem	Provi- dence	Sandy Ridge	Stacks Road	Stallings	Union- ville	Wingate
Percentage per request or maximum		100.00%	100.00%	100.00%	100.00%	100.00%	87.46%	100.00%
Single Family Dwelling (SFD)	(max fee \$50)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Unimproved Land-per acre		0.02	0.02	0.02	0.02	0.02	0.02	0.02
-minimum	(10% of fee)	5.00	5.00	5.00	5.00	5.00	4.37	5.00
Animal/Horticulture	(20% of fee)	10.00	10.00	10.00	10.00	10.00	8.75	10.00
Commercial < or = 5000 sq ft	(100% of fee)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Commercial > 5000 sq ft	(200% of fee)	100.00	100.00	100.00	100.00	100.00	87.46	100.00
Mobile Home	(same as SFD)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Duplex	(same as SFD)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Triplex	(150% of fee)	75.00	75.00	75.00	75.00	75.00	65.60	75.00
Other Family Dwellings	(200% of fee)	100.00	100.00	100.00	100.00	100.00	87.46	100.00
Cultural Facilities	(same as SFD)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Educational Facilities	(same as SFD)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Governmental Facilities	(same as SFD)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Religious Facilities	(same as SFD)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Fire Protection Facilities	(same as SFD)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
%		100.00%	100.00%	100.00%	100.00%	100.00%	87.46%	100.00%

DRAFT - Amended and Restated Budget Ordinance Fiscal Year 2008-2009

Union County, NC

SECTION XI. WATER AND SEWER RATES

A. One-time Charges for New Service:

	<u>Meter Size</u>	<u>Capacity Ratio to 3/4 inch</u>	<u>Water User Fees</u>	<u>Sewer User Fees</u>
Capacity Fee - charged for all new service (based on meter size):	3/4"	1.00	\$ 500	\$ 2,650
	1"	2.52	1,250	6,675
	1.5"	5.01	2,500	13,275
	2"	8.01	4,000	21,225
	3"	22.54	11,250	59,725
	4"	50.09	25,050	132,725
	6"	70.12	35,050	185,825
Water Tap Fee - charged for county provided taps (based on meter size):	3/4"		\$ 400	
	1"		525	
	1.5"		2,600	
	> 1.5" meter		Cost	
Sewer Tap Fee - charged for county provided taps (based on line size):	<u>Line Size</u>			
	4"			\$ 630
	6"			825
	> 6" line			Cost

B. Monthly Service Charges:

	<u>Meter Size</u>	<u>Capacity Ratio to 3/4 inch</u>	<u>Water User Fees</u>	<u>Sewer User Fees</u>
Base Facility Charge - fixed amount (based on meter size):	3/4"	1.00	\$ 5.00	\$ 9.25
	1"	2.52	12.60	23.31
	1.5"	5.01	25.05	46.34
	2"	8.01	40.05	74.09
	3"	22.54	112.70	208.50
	4"	50.09	250.45	463.33
	6"	70.12	350.60	648.61

Monthly Volume (Usage) Charge, Non Residential Customers - per 1,000 gallons (monthly metered water usage): \$ 2.45 * \$ 3.30 **

* Monthly Volume (Usage) Charge, Residential 3/4" and Irrigation Meters - per 1,000 gallons (monthly metered water usage, rates are based on the stage of water restrictions in force):

Monthly Gallons Billed	Stage I No Water Restrictions	Stage II Water Restrictions	Stage III Water Restrictions	Stage IV Water Restrictions
0 - 3,000	\$ 2.10	\$ 2.10	\$ 2.10	\$ 2.10
3,001 - 8,000	2.45	2.45	2.45	2.45
8,001 -10,000	3.45	3.45	3.45	3.45
10,001 -15,000	5.45	8.18	13.63	19.08
Over 15,000	9.45	14.18	23.63	33.08

** A year round sewer billing cap is applicable to all metered water consumption over 12,000 gallons per month for residential customers using 3/4" meter.

C. Payment Distribution:

Payments will be applied first to late charges or fees, then to sewer charges, and then to water charges.

Continued on next page.

Fiscal Year 2008-2009 DRAFT - Amended and Restated Budget Ordinance
Union County, NC

SECTION XII. SEVERABILITY

- A. If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid, it shall not affect the validity of this Ordinance or the remaining phrases, clauses, sentences, paragraphs, appropriations, or sections.

This Amended and Restated Budget Ordinance is adopted on June 15, 2009.

BOARD OF COMMISSIONERS
UNION COUNTY, NORTH CAROLINA

By: _____
CHAIRMAN



**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 15, 2009

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

SUBJECT: FY2010 Budget Ordinance

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:

Kai Nelson

TELEPHONE NUMBERS:

704.292.2522

DEPARTMENT'S RECOMMENDED ACTION: Adoption of FY2010 Budget Ordinance

BACKGROUND: The BOCC has scheduled a budget work session for Monday, June 15 at 4 p.m. for the purpose of continuing their budget deliberations. A draft of the budget ordinance is attached with the reconciliation sheet reflecting changes to the Manager's recommended budget.

On the revenue side of the ledger, the ordinance reflects a 'no tax increase budget' with the elimination of \$6.1M in property tax receipts. The tax rate for FY10 would remain at 66.5 cents per \$100 assessed valuation. Revenues also reflect the addition of updates to the tax base partially offset by the reallocation of sales tax attributable to fire service financing.

The expenditure budget reflects:

County capital reduction of \$1.1M with the use of reserves

UCPS capital reduction of \$2.0M with the use of CIP savings, to the extent of their availability

Installment financing savings \$0.4M due to lower interest rating and principal amount financed

EMS rate increases and use of reserves \$0.5M

One year deferral of retiree medical care funding \$0.3M

Miscellaneous \$0.1M

Contingency reduction \$0.3M

Fire service funding shortfalls of \$0.4M

The draft ordinance reflects no reductions in the non-profit funding beyond those included in the Manager's recommended budget. The list provide to the Commission contains \$2.5 million. Almost \$1.3M of the amount relates to memberships (i.e. NCACC, UNC-SOG, MUMPO, etc.),

VFD mutual aid payments, Piedmont Behavioral Health, Covenant Prison Ministries and Turning Point. A few of the non-profits leverage County contributions as matching resources for federal and State financial assistance. Given the challenge in identifying \$500K in reductions, the staff has taken the liberty of simply eliminating the proposed reduction that has appeared as a budget saving mechanism. Should the Commission desire to identify specific non-profits for funding reduction or elimination, the changes can be incorporated in the final ordinance.

The \$840K combined adjustment reflects the impact of the sales tax fire reallocation and maintenance of all fire fee and fire taxes at FY2009 levels (in the case of Hemby Bridge and Springs actual reductions below FY2009 levels).

FINANCIAL IMPACT: Tax rate of 66.5 cents per \$100 for FY2010. General Fund budget totals \$222.3M.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

SECTION I. GENERAL FUND

A. The following amounts are hereby appropriated in the GENERAL FUND for the operation of the county government and its activities for the fiscal year beginning July 1, 2009 and ending June 30, 2010 in accordance with the chart of accounts heretofore established for this county.

General Government:			
Board of Commissioners	468,232		
Central Administration	769,218		
County Dues & Memberships	97,773		
Internal Audit	93,963		
Legal	321,164		
Personnel	704,401		
Finance	836,179		
Tax Administration	3,514,820		
Court Facilities	1,911,613		
Elections	1,030,151		
Register of Deeds	1,050,542		
Information Technology	1,744,853		
General Services	159,316	12,702,225	
Public Safety:			
Law Enforcement	19,001,547		
Communications	4,002,751		
Homeland Security	188,362		
Fire Services	1,620,124		
Inspections	1,633,326		
Outside Agencies	3,081,540	29,527,650	
Economic & Physical Development:			
Planning	513,910		
Economic Development	1,603,587		
Cooperative Extension	1,085,578		
Soil Conservation	77,871		
Outside Agency	77,248	3,358,194	
Human Services:			
Public Health	8,065,994		
Social Services	26,007,711		
Transportation and Nutrition	1,305,976		
Veterans' Services	280,441		
Outside Agencies	1,806,927	37,467,049	
Education:			
School Current Expense (See Section VIII. D.)	79,504,155		
School CE-Occupancy Costs	175,065		
School Capital Outlay (See Section VIII. A., B., & C.)			
Pay-Go & Bond Savings	4,344,169		
Bond Savings	(2,000,000)	2,344,169	
School Debt Service		49,488,752	
Community College			
Debt Service	351,604		
Operations	1,100,000		
Outside Agency	2,250	132,965,995	
Cultural and Recreational:			
Library	4,125,565		
Parks & Recreation	1,681,030		
Outside Agencies	74,308	5,880,903	
Contingency/Nondepartmental	428,000	428,000	
		<u>222,330,016</u>	

B. It is estimated that the following revenues will be available in the GENERAL FUND for the fiscal year beginning July 1, 2009 and ending June 30, 2010.

Ad Valorem Taxes	151,542,026
Local Option Sales Tax	28,347,214
Other Taxes	1,416,000
Intergovernmental	28,776,111
Functional Revenues	6,694,970
Miscellaneous	4,138,847
Fund Balance Appropriated	1,414,848
	<u>222,330,016</u>

SECTION II. FIRE TAX DISTRICTS

A. The following amounts are hereby appropriated in the various FIRE TAX DISTRICT FUNDS for the operation of fire protection services for the fiscal year beginning July 1, 2009 and ending June 30, 2010 with the chart of accounts heretofore established for this county.

B. It is estimated that the following revenues will be available in the FIRE TAX DISTRICT FUNDS for the fiscal year beginning July 1, 2009 and ending June 30, 2010.

Hemby Bridge	<u>1,130,500</u>
Springs	<u>327,115</u>
Stallings	<u>985,224</u>
Waxhaw	<u>588,926</u>
Wesley Chapel	<u>1,184,552</u>

Ad Valorem Taxes	944,349
Local Option Sales Tax	186,151
	<u>1,130,500</u>
Ad Valorem Taxes	256,776
Local Option Sales Tax	58,672
Fund Balance Appropriated	11,667
	<u>327,115</u>
Ad Valorem Taxes	833,747
Local Option Sales Tax	151,477
	<u>985,224</u>
Ad Valorem Taxes	400,094
Local Option Sales Tax	78,832
Fund Balance Appropriated	110,000
	<u>588,926</u>
Ad Valorem Taxes	999,596
Local Option Sales Tax	184,956
	<u>1,184,552</u>

SECTION III. FEE SUPPORTED FIRE DISTRICTS

A. The following amounts are hereby appropriated in the FEE SUPPORTED FIRE DISTRICTS FUND for the operation of fire protection services for the fiscal year beginning July 1, 2009 and ending June 30, 2010 with the chart of accounts heretofore established for this county.

B. It is estimated that the following revenues will be available in the FEE SUPPORTED FIRE DISTRICTS FUND for the fiscal year beginning July 1, 2009 and ending June 30, 2010.

Public Safety:	<u>1,163,710</u>
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Fire Fees	1,160,610
Fund Balance Appropriated	3,100
	<u>1,163,710</u>

SECTION IV. EMERGENCY TELEPHONE SYSTEM

A. The following amounts are hereby appropriated in the EMERGENCY TELEPHONE SYSTEM FUND for the emergency 911 services for the fiscal year beginning July 1, 2009 and ending June 30, 2010 with the chart of accounts heretofore established for this county.

Public Safety	<u>1,244,465</u>
---------------	------------------

B. It is estimated that the following revenues will be available in the EMERGENCY TELEPHONE SYSTEM FUND for the fiscal year beginning July 1, 2009 and ending June 30, 2010.

Service Charges	1,244,465
Miscellaneous	-
	<u>1,244,465</u>

SECTION V. WATER AND SEWER

A. The following amounts are hereby appropriated in the WATER AND SEWER FUND for the operation of water and sewer services for the fiscal year beginning July 1, 2009 and ending June 30, 2010 with the chart of accounts heretofore established for this county.

Water & Sewer	<u>25,032,604</u>
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B. It is estimated that the following revenues will be available in the WATER AND SEWER FUND for the fiscal year beginning July 1, 2009 and ending June 30, 2010.

Fees for Services	24,705,900
Miscellaneous	1,689,620
Fund Balance Appropriated	<u>(1,362,916)</u>
	<u>25,032,604</u>

SECTION VI. SOLID WASTE

A. The following amounts are hereby appropriated in the SOLID WASTE FUND for the operation of solid waste services for the fiscal year beginning July 1, 2009 and ending June 30, 2010 with the chart of accounts heretofore established for this county.

Solid Waste	<u>4,854,564</u>
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B. It is estimated that the following revenues will be available in the SOLID WASTE FUND for the fiscal year beginning July 1, 2009 and ending June 30, 2010.

Fees for Services	4,667,040
Miscellaneous	65,000
IFT from Solid Waste Reserves	137,516
Fund Balance Appropriated	<u>(14,992)</u>
	<u>4,854,564</u>

SECTION VII. STORMWATER

A. The following amounts are hereby appropriated in the STORMWATER FUND for the operation of stormwater services for the fiscal year beginning July 1, 2009 and ending June 30, 2010 with the chart of accounts heretofore established for this county.

Stormwater	<u>279,891</u>
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B. It is estimated that the following revenues will be available in the STORMWATER FUND for the fiscal year beginning July 1, 2009 and ending June 30, 2010.

Transfer from Enterprise Fund	284,797
Fund Balance Appropriated	<u>(4,906)</u>
	<u>279,891</u>

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

- A. The following amounts are hereby amending the appropriation in the SCHOOL BOND FUND-55 (Capital Project Ordinance Fund) for education capital projects within the chart of accounts heretofore established for this county. Capital expenditures allocated to SCHOOL BOND FUND-55 are limited to Category I and III projects identified in the County's approved 2010-2014 UCPS Capital Improvement Plan.
- B. It is estimated that the following revenues will be available in the SCHOOL BOND FUND-55 (Capital Project Ordinance Fund). SCHOOL BOND FUND-55 revenues are limited to bond funded CIP project savings which accrue only to funded and bid construction projects.

Capital Projects	<u>2,000,000</u>	Debt Proceeds	<u>2,000,000</u>
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- B. The appropriations identified as Section I A. General Fund - School Capital in the amount of \$4,344,169 shall be allocated to UCPS based on 115C-429(b) Category I (projects) and Category II (entire category) and Category III (entire category). The School Capital Categories I, II and III shall be based on the County's approved 2010-2014 UCPS Capital Improvement Plan. Additionally, Category I and Category II capital outlay appropriations provided by the County and reflected in the UCPS capital outlay fund pursuant to 115C-426 that are not capitalized pursuant to governmental generally accepted accounting principles will be charged to School Current Expense with a budget transfer from School Capital Outlay. Union County Finance Director is hereby provided the authority to make said budget transfers.

SECTION IX.

- A. GENERAL FUND: That there is hereby levied for the fiscal year beginning July 1, 2009, and ending June 30, 2010, the following county-wide rate of tax on each one hundred dollars (\$100) valuation of taxable property situated in the County, as listed for taxes as of January 1, 2009, for the purpose of raising the revenue from current year's taxes, as set forth in the foregoing county-wide estimates of revenue, and in order to finance the foregoing county-wide appropriations:

General Fund - County-wide Rate .6650

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

Hemby Bridge Fire Protection District	<u>.0457</u>	Wesley Chapel Fire Protection District	<u>.0191</u>
Springs Fire Protection District	<u>.0250</u>	Waxhaw Fire Protection District	<u>.0248</u>
Stallings Fire Protection District	<u>.0406</u>		

SECTION X. FIRE FEES

These fees will be collected by the County Tax Administrator's Office and remitted to the various fee supported fire districts by the Finance Department on a monthly basis. Remittances may not exceed the budgeted amount for any given department. In the event that revenues exceed expenditures, those funds shall be withheld and used in the next year's budget appropriation as a fund balance added to the appropriation from fees collected in that year. The fees are as follows:

FIRE FEES 2009-2010

	Allens Cross- Roads	Bakers	Beaver Lane	Fairview	Griffith Road	Jackson	Lanes Creek
Percentage per request or maximum	100.00%	80.42%	100.00%	90.62%	100.00%	100.00%	100.00%
Single Family Dwelling (SFD) (max fee of \$50)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Unimproved Land-per acre	0.02	0.02	0.02	0.02	0.02	0.02	0.02
-minimum (10% of fee)	5.00	4.02	5.00	4.53	5.00	5.00	5.00
Animal/Horticulture (20% of fee)	10.00	8.04	10.00	9.06	10.00	10.00	10.00
Commercial < or = 5000 sq ft (100% of fee)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Commercial > 5000 sq ft (200% of fee)	100.00	80.42	100.00	90.62	100.00	100.00	100.00
Mobile Home (same as SFD)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Duplex (same as SFD)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Triplex (150% of fee)	75.00	60.32	75.00	67.97	75.00	75.00	75.00
Other Family Dwellings (200% of fee)	100.00	80.42	100.00	90.62	100.00	100.00	100.00
Cultural Facilities (same as SFD)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Educational Facilities (same as SFD)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Governmental Facilities (same as SFD)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Religious Facilities (same as SFD)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
Fire Protection Facilities (same as SFD)	50.00	40.21	50.00	45.31	50.00	50.00	50.00
% of Legislated maximum of \$50.00	100.00%	80.42%	100.00%	90.62%	100.00%	100.00%	100.00%

	New Salem	Provi- dence	Sandy Ridge	Stacks Road	Stallings	Union- ville	Wingate
Percentage per request or maximum	100.00%	100.00%	100.00%	100.00%	100.00%	87.46%	100.00%
Single Family Dwelling (SFD) (max fee \$50)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Unimproved Land-per acre	0.02	0.02	0.02	0.02	0.02	0.02	0.02
-minimum (10% of fee)	5.00	5.00	5.00	5.00	5.00	4.37	5.00
Animal/Horticulture (20% of fee)	10.00	10.00	10.00	10.00	10.00	8.75	10.00
Commercial < or = 5000 sq ft (100% of fee)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Commercial > 5000 sq ft (200% of fee)	100.00	100.00	100.00	100.00	100.00	87.46	100.00
Mobile Home (same as SFD)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Duplex (same as SFD)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Triplex (150% of fee)	75.00	75.00	75.00	75.00	75.00	65.60	75.00
Other Family Dwellings (200% of fee)	100.00	100.00	100.00	100.00	100.00	87.46	100.00
Cultural Facilities (same as SFD)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Educational Facilities (same as SFD)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Governmental Facilities (same as SFD)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Religious Facilities (same as SFD)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
Fire Protection Facilities (same as SFD)	50.00	50.00	50.00	50.00	50.00	43.73	50.00
% of Legislated maximum of \$50.00	100.00%	100.00%	100.00%	100.00%	100.00%	87.46%	100.00%

SECTION XI. WATER AND SEWER RATES

A. One-time Charges for New Service:

	<u>Meter Size</u>	<u>Capacity Ratio to 3/4 inch</u>	<u>Water User Fees</u>	<u>Sewer User Fees</u>
Capacity Fee - charged for all new service (based on meter size):	3/4"	1.00	\$ 500	\$ 2,650
	1"	2.52	1,250	6,675
	1.5"	5.01	2,500	13,275
	2"	8.01	4,000	21,225
	3"	22.54	11,250	59,725
	4"	50.09	25,050	132,725
	6"	70.12	35,050	185,825
Water Tap Fee - charged for county provided taps (based on meter size):	3/4"		\$ 400	
	1"		525	
	1.5"		2,600	
	> 1.5" meter		Cost	
Sewer Tap Fee - charged for county provided taps (based on line size):	<u>Line Size</u>			
	4"			\$ 630
	6"			825
	> 6" line			Cost

B. Monthly Service Charges:

	<u>Meter Size</u>	<u>Capacity Ratio to 3/4 inch</u>	<u>Water User Fees</u>	<u>Sewer User Fees</u>
Base Facility Charge - fixed amount (based on meter size):	3/4"	1.00	\$ 5.00	\$ 9.25
	1"	2.52	12.60	23.31
	1.5"	5.01	25.05	46.34
	2"	8.01	40.05	74.09
	3"	22.54	112.70	208.50
	4"	50.09	250.45	463.33
	6"	70.12	350.60	648.61

Monthly Volume (Usage) Charge, Non Residential Customers - per 1,000 gallons (monthly metered water usage): \$ 2.45 * \$ 3.30 **

* Monthly Volume (Usage) Charge, Residential 3/4" and Irrigation Meters - per 1,000 gallons (monthly metered water usage, rates are based on the stage of water restrictions in force):

Monthly Gallons Billed	Stage I No Water Restrictions	Stage II Water Restrictions	Stage III Water Restrictions	Stage IV Water Restrictions
0 - 3,000	\$ 2.10	\$ 2.10	\$ 2.10	\$ 2.10
3,001 - 8,000	2.45	2.45	2.45	2.45
8,001 -10,000	3.45	3.45	3.45	3.45
10,001 -15,000	5.45	8.18	13.63	19.08
Over 15,000	9.45	14.18	23.63	33.08

** A year round sewer billing cap is applicable to all metered water consumption over 12,000 gallons per month for residential customers using 3/4" meter.

C. Payment Distribution:

Payments will be applied first to late charges or fees, then to sewer charges, and then to water charges.

Continued on next page.

SECTION XII. SEVERABILITY

- A. If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid, it shall not affect the validity of this Ordinance or the remaining phrases, clauses, sentences, paragraphs, appropriations, or sections.

This Budget Ordinance is adopted on June 15, 2009 and is to become effective July 1, 2009.

BOARD OF COMMISSIONERS
UNION COUNTY, NORTH CAROLINA

By: _____
CHAIRMAN

General Fund Fund Balance Projection and Required Reserve Levels

<u>General Fund</u>	<u>FY2007</u>	<u>FY2008</u>	<u>FY2009</u>	<u>FY2010</u>
Expenditures and IFTs			\$ (222,284,568)	\$ (222,330,016)
Revenues and IFTs			224,497,355	220,915,168
Net Increase/(Decrease) in Fund Balance			2,212,787	(1,414,848)
Prior Year's Ending Fund Balance			35,345,281	37,558,068
Fund Balance				
Designated to next year's budget	\$ 5,828,255	\$ 5,779,678		
Designated for special purpose	979,617	605,563		
Undesignated	28,690,718	28,960,040		
	<u>\$ 35,498,590</u>	<u>\$ 35,345,281</u>	<u>\$ 37,558,068</u>	<u>\$ 36,143,220</u>
General Fund expenditures and IFTs	\$ 188,344,214	\$ 213,955,779	\$ 222,284,568	\$ 222,330,016
Fund Balance as % of Expenditures and IFTs	18.85%	16.52%	16.90%	16.26%
Group Weighted Average	19.24%	18.26%	NA	NA
				\$ 222,330,016
				16.00%
				<u>35,572,803</u>
				<u>36,143,220</u>
				<u>\$ 570,417</u>

Budget Reduction Considerations

	Revenue 226,579,539	Expenditures 228,579,539
FY 2010 County Manager's Recommended Budget		
ADM loss offset by Medicaid hold harmless	-	-
UCPS recurring pay go capital outlay FY10 - February diversion \$1.2M comes from FY09 fund balance		(2,000,000)
Installation payment savings on subscriber units (assumes compliance with plan)		(113,397)
EMS - eliminate reserves over 31 days		(333,640)
Defer implementation of 2nd year of OPEB step up plan		(310,000)
Housekeeping 3/2 to 2 days		(40,000)
Legal services - 40 hrs vs. 65 hrs @ \$250 X 12 mnths		(75,000)
Register of Deeds - Copy Account Proposal		16,300
Public Safety		
Eliminate Jail Misdemeanant Payments (\$18/day; 30-90 day sentence)	(63,000)	-
FTE positions		
Human Services		
Charlotte Area Transit System 74X		(8,302)
Cultural and Recreational		
Cane Creek - defer year-round Monday and Tuesday (2 PTE)		
Library - close Waxhaw branch		
Contingency (reduction) addition		(303,511)
UCPS current expense reduction		-
Tax collection rate		-
Debt payments		-
Merge functions with UCPS		-
Staff reductions FTE (authority to manager to implement exc. fire, ems, law enforcement)		-
Audit business personal property		-
Planning department		-
Commissioner's salary		-
Maintain fire fee/taxes @ FY2009		223,690
66.5 cent tax rate	(6,105,340)	(4,249,523)
	(5,684,371)	(4,249,523)
	<u>220,915,168</u>	<u>222,330,016</u>
Favorable (unfavorable) variance		(1,414,848)

Budget Reduction Considerations

FY2011 Budget Consequences

Revenue

Expenditures

	Revenue	Expenditures	
Sales Tax	576,216		
Full restoration of County recurring capital outlay to FY08-09 average		1,874,181	
Full restoration of UCPS recurring capital outlay		1,700,000	
Union EMS - use of reserves for operations in FY10		207,738	
Restore OPEB funding and complete plan within timeframe		620,000	
Workers compensation funding step up plan		200,000	
Health benefits		561,600	
UCPS CFP debt service		3,000,000	
Shifting of State/County funding partnerships			
Child Support Enforcement - shift responsibility from State to local		209,000	
Reduce Home and Community Care Block Grant (provides community-based senior services for In-Home, Congregate and Home delivered meals)			
Fund Balance		1,414,848	
	<u>2,378,216</u>	<u>19,019,225</u>	
Favorable (unfavorable) variance			(16,643,009)
1 cent on property tax base			2,212,080
Required Tax Rate Increase			7.52

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 15, 2009

Action Agenda Item No. 17
(Central Admin. use only)

SUBJECT: Piedmont High School A&R

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
CPO #118

INFORMATION CONTACT:
Kai Nelson

TELEPHONE NUMBERS:
704.292.2522

DEPARTMENT'S RECOMMENDED ACTION: Adoption of Capital Ordinance Amendment 118

BACKGROUND: School bond referendum authorizations for Union County have traditionally been fairly broad - authorizing the incurrence of debt for school capital construction without specifying individual projects. The commitment (expressed in the form of information literature, financial planning/repayment documents, etc.) between the voters and the County/UCPS is that the projects identified in the literature will be completed.

The 2006 referendum contains a transportation facility project. Land has been acquired and preliminary AES work has begun. Priorities have changed since 2006 and given the financial limitations of the County, the BOE believes that there is now a higher and better use of those funds.

The BOE identified, in priority, renovation and addition projects that in the BOE's opinion, represent higher critical projects than the transportation facility. Those projects include Sun Valley Middle, Piedmont High, New Salem Elementary and Western Union. The Commission previously authorized the use of CIP savings to initiate AES work. The Commission has also previously appropriated construction funds for the Sun Valley Middle A&R project. Those appropriations have not impacted UCPS ability to complete the transportation project.

However, the Piedmont HS A&R project represents the decision point regarding continuing to proceed with the A&R projects or in the alternate completing the transportation project.

UCPS and County staff have been in discussions regarding this potential substitution. In fact, County staff first approached UCPS about the substitution in January given the relative priority

of the projects and the ability of the County to fund all the projects - both the renovations and transportation.

The options.

1. Complete the transportation facility and fewer/lower project cost renovation projects.
2. Complete the A&R projects (by substituting the transportation project with other CIP savings) and at some point in the future, issue COPs or include on a future bond referendum

FINANCIAL IMPACT: Funds are available for the Piedmont HS A&R project, conditioned on the deferral of the transportation facility

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



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

AGENDA ITEM
4/2a 704-283-3746
704-292-2588 Fax
MEETING DATE 6-15-09
John C. Petoskey
Tax Administrator

MEMORANDUM

TO: Lynn West
Central Administration

FROM: John C. Petoskey
Tax Administrator

DATE: May 29, 2009

RE: **Twelfth** Motor Vehicle Billing

I hereby certify the **Twelfth** 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

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

---Date--- --Ti
05/29/2009 09:4

Motor Vehicle Billing Summary for the period 05/01/2009 to 05/31/2009

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	2	48,002	305.63
10	County.....	CN99999	2008	2007	82	839,990	5,296.92
10	County.....	CN99999	2008	2008	13,728	128,860,572	856,850.06
	Totals.....				13,812	129,748,564	862,452.61
	Totals.....				0	0	.00
32	Fire Dist - Springs.....	FR015	2008	2007	4	26,790	6.26
32	Fire Dist - Springs.....	FR015	2008	2008	734	6,181,117	1,891.55
39	Fire Dist - Stallings....	FR020	2008	2007	14	159,640	41.82
39	Fire Dist - Stallings....	FR020	2008	2008	1,305	12,607,950	5,118.87
38	Fire dist - Hemby Bridge..	FR023	2008	2007	4	47,990	15.24
38	Fire dist - Hemby Bridge..	FR023	2008	2008	1,408	13,189,955	6,502.93
37	Fire dist - Wesley Chapel:	FR026	2008	2007	14	182,251	28.22
37	Fire dist - Wesley Chapel:	FR026	2008	2008	1,760	23,845,615	4,554.56
34	Fire Dist - Waxhaw.....	FR028	2008	2007	5	83,670	42.92
34	Fire Dist - Waxhaw.....	FR028	2008	2008	909	8,518,731	2,112.65
	Totals.....				6,157	64,843,709	20,315.02
78	220125 Taxes Payable - Marvin.....	MN01000	2008	2007	1	11,360	5.68
78	220125 Taxes Payable - Marvin.....	MN01000	2008	2008	234	3,559,494	1,780.30
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2006	1	14,022	79.32
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	20	99,219	480.39
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2008	2,276	19,091,299	105,471.95

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

---Date--- --Ti
05/29/2009 09:4

Motor Vehicle Billing Summary for the period 05/01/2009 to 05/31/2009

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	-----Total----- Count	---Value---	-----Tax-----
78 220145	Taxes Payable - Hemby Bridge.:	MN09500	2008	2008	81	665,219	167.62
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2008	2007	1	1,400	.28
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2008	2008	354	4,007,495	661.19
78 220135	Taxes Payable - Unionville...:	MN09800	2008	2007	3	25,000	5.06
78 220135	Taxes Payable - Unionville...:	MN09800	2008	2008	338	2,804,190	560.89
78 220155	Taxes Payable - Mnrl Sprngs...:	MN09900	2008	2007	2	10,310	1.74
78 220155	Taxes Payable - Mnrl Sprngs...:	MN09900	2008	2008	188	1,508,458	377.39
Totals.....:					7,833	75,468,478	185,663.39
Grand Totals.....:							1,068,431.02

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

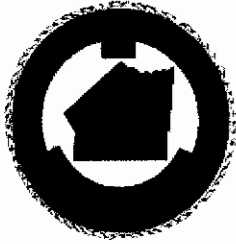
---Date--- --Time

- Motor Vehicle Special Charge Summary -
For the period: 05/01/2009 to 05/31/2009

05/29/2009 09:44:

Mn Cd	-----Text-----	Count	-----Total-----	-----Value---	--Spc Tax--
02000	Monroe Vehicle Tax \$5.00	2,247		19,180,812	11,235.00

- - - 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
4/26
MEETING DATE 6-15-09
704-283-3746
704-283-3616 Fax

John C. Petoskey
Tax Administrator

MEMORANDUM

TO: Lynn West
Central Administration

FROM: John C. Petoskey
Tax Administrator

DATE: May 29, 2009

RE: Motor Vehicle **Eleventh** Release Register

I hereby certify the following releases that were made during the period of **05/01/2009 – 05/31/2009**. The releases represent releases of both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

(Finance)

Assessor Release Register for the period 05/01/2009 to 05/31/2009

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value-----	-----Total----- ---Tax---	-----Int-----
10	County.....	CN99999	2005	2005	20,000	112.00-	32.48-
10	County.....	CN99999	2006	2006	0	30.20-	6.10-
10	County.....	CN99999	2007	2006	20,000	127.34-	20.79-
10	County.....	CN99999	2007	2007	0	150.76-	15.44-
10	County.....	CN99999	2008	2006	9,120	58.07-	.00
10	County.....	CN99999	2008	2007	197,009	1,519.86-	72.07-
10	County.....	CN99999	2008	2008	370,062	2,460.90-	22.68-
	Net Totals.....				616,191	4,459.13-	169.56-
77	School dist - County.....	SC999	2005	2005	20,000	14.00-	4.24-
	Net Totals.....				20,000	14.00-	4.24-
32	Fire Dist - Springs.....	FR015	2007	2007	0	6.62-	.68-
32	Fire Dist - Springs.....	FR015	2008	2007	5,270	1.64-	.09-
32	Fire Dist - Springs.....	FR015	2008	2008	107,430	32.87-	.10-
39	Fire Dist - Stallings.....	FR020	2008	2007	20,000	5.24-	.46-
39	Fire Dist - Stallings.....	FR020	2008	2008	7,814	3.18-	.03-
38	Fire dist - Hemby Bridge..	FR023	2008	2007	40,670	11.69-	.87-
38	Fire dist - Hemby Bridge..	FR023	2008	2008	41,588	20.50-	.00
37	Fire dist - Wesley Chapel:	FR026	2007	2006	20,000	3.04-	.44-
37	Fire dist - Wesley Chapel:	FR026	2008	2007	9,090	1.52-	.08-
37	Fire dist - Wesley Chapel:	FR026	2008	2008	29,064	5.56-	.03-
34	Fire Dist - Waxhaw.....	FR028	2008	2007	32,009	16.42-	.49-
34	Fire Dist - Waxhaw.....	FR028	2008	2008	42,710	10.59-	.00
	Net Totals.....				355,645	118.87-	3.27-
78	220125 Taxes Payable - Marvin.....	MN01000	2008	2008	4,870	2.44-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	27,120	165.42-	9.32-
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2008	72,956	392.23-	8.58-
78	220170 Taxes Payable - Wingate.....	MN03000	2008	2008	6,526	25.46-	.00
78	220150 Taxes Payable - Waxhaw.....	MN05000	2008	2007	32,009	108.83-	3.39-
78	220150 Taxes Payable - Waxhaw.....	MN05000	2008	2008	31,265	106.30-	.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2007	52,170	63.78-	5.88-
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2008	28,283	41.02-	.00
78	220140 Taxes Payable - Stallings.....	MN07000	2008	2008	18,292	40.07-	.14-
78	220160 Taxes Payable - Weddington...	MN08000	2008	2006	9,120	2.73-	.00
78	220160 Taxes Payable - Weddington...	MN08000	2008	2007	44,090	20.86-	.24-
78	220160 Taxes Payable - Weddington...	MN08000	2008	2008	16,848	5.05-	.00
78	220175 Taxes Payable - Fairview.....	MN09300	2008	2008	2,515	.51-	.00
78	220145 Taxes Payable - Hemby Bridge..	MN09500	2008	2008	1,560	.39-	.00
78	220165 Taxes Payable - Wesley Chapel:	MN09700	2008	2008	7,410	1.22-	.02-

(Finance)

Assessor Release Register for the period 05/01/2009 to 05/31/2009

(Summary)

78	220135	Taxes Payable - Unionville...	MN09800 2005 2005	20,000	4.00-	1.16-
Net Totals.....:				375,034	980.31-	28.73-
84	220000	NC State Interest.....:	NC00000 2005 2005	0	.00	3.90-
84	220000	NC State Interest.....:	NC00000 2006 2006	0	.00	.90-
84	220000	NC State Interest.....:	NC00000 2007 2006	0	.00	3.91-
84	220000	NC State Interest.....:	NC00000 2007 2007	0	.00	4.72-
84	220000	NC State Interest.....:	NC00000 2008 2007	0	.00	40.20-
84	220000	NC State Interest.....:	NC00000 2008 2008	0	.00	25.42-
Net Totals.....:				0	.00	79.05-
Net Grand Totals.....:					5,572.31-	284.85-



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

AGENDA ITEM
4/2c
MEETING DATE 6-15-09

704-283-3746
704-283-3616 Fax

John C. Petoskey
Tax Administrator

MEMORANDUM

TO: Lynn West
Central Administration

FROM: John C. Petoskey
Tax Administrator

DATE: May 29, 2009

RE: Motor Vehicle **Eleventh** Refund Register

I hereby certify the following refunds that were made during the period of **05/01/2009 – 05/31/2009**. The refunds represent refunds of both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

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

Assessor Refund Register for the period 05/01/2009 to 05/31/2009
(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Rate		-----Value-----	-----Total-----	
			Year	Year		---Tax---	---Int---
10	County.....	CN99999	2004	2004	0	15.37-	.00
10	County.....	CN99999	2005	2005	0	14.88-	.00
10	County.....	CN99999	2006	2006	18,050	130.20-	.00
10	County.....	CN99999	2007	2007	55,300	414.12-	.00
10	County.....	CN99999	2008	2007	19,730	217.49-	.31-
10	County.....	CN99999	2008	2008	63,053	419.29-	.00
Net Totals.....					156,133	1,211.35-	.31-
77	School dist - County.....	SC999	2004	2004	0	2.05-	.00
77	School dist - County.....	SC999	2005	2005	0	1.86-	.00
Net Totals.....					0	3.91-	.00
32	Fire Dist - Springs.....	FR015	2007	2007	20,000	6.24-	.00
39	Fire Dist - Stallings....	FR020	2008	2008	16,630	6.75-	.00
37	Fire dist - Wesley Chapel:	FR026	2008	2008	12,498	2.39-	.00
Net Totals.....					49,128	15.38-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	6,330	35.22-	.81-
78	220170 Taxes Payable - Wingate.....	MN03000	2004	2004	4,840	.00	.00
78	220170 Taxes Payable - Wingate.....	MN03000	2005	2005	4,650	.00	.00
78	220170 Taxes Payable - Wingate.....	MN03000	2006	2006	4,020	.00	.00
78	220170 Taxes Payable - Wingate.....	MN03000	2007	2007	3,350	.00	.00
78	220120 Taxes Payable - Marshville....	MN04000	2008	2008	12,550	47.69-	.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2007	13,400	20.10-	.00
78	220140 Taxes Payable - Stallings....	MN07000	2008	2008	16,630	36.42-	.00
78	220165 Taxes Payable - Wesley Chapel:	MN09700	2008	2008	6,750	1.11-	.00
Net Totals.....					72,520	140.54-	.81-
84	220000 NC State Interest.....	NC00000	2007	2007	0	.00	.00
84	220000 NC State Interest.....	NC00000	2008	2007	0	.00	.52-
Net Totals.....					0	.00	.52-
Net Grand Totals.....						1,371.18-	1.64-

RELEASES MAY 2009																		
Acct #	Name	REL #	Real Value	Pers. Value	UCGT	UCLL	CSGT-99	CSLL-99	CSGT-100	CSLL-100	HembyGT	HembyL	StallGT	StallLL	WesleyGT	WesleyLL	Totals	
50083515	PERFECTION	5524		70,480	448.75	43.73											492.48	
Totals - 2006			-	82,660	526.30	43.73	-	-	-	-	-	-	5.41	-	-	-	575.44	
2005																		
50073291	MILAN'S NAIL	5499		14,135	79.16		9.89				5.71						94.76	
50083515	PERFECTION	5525		61,210	342.78	32.93			42.85	4.12							422.68	
Totals - 2005			-	75,345	421.94	32.93	9.89	-	42.85	4.12	5.71	-	-	-	-	-	517.44	
2004																		
50083515	PERFECTION	5526		53,150	279.04	26.33			37.21	3.51							346.09	
Totals - 2004			-	53,150	279.04	26.33	-	-	37.21	3.51	-	-	-	-	-	-	346.09	
GRAND TOTALS				2,423,840	1,036,474	21,005.47	1,550.91	299.00	144.55	80.06	7.63	24.96	1.93	15.38	1.20	69.50	31.97	23,232.56

4
 AGENDA ITEM
 MEETING DATE 6-15-09

RELEASES MAY 2009

Acct #	Name	REL #	Real Value	Pers. Value	UCGT	UCLL	CSGT-99	CSLL-99	CSGT-100	CSLL-100	HembyGT	HembyL	StallGT	StallLL	WesleyGT	WesleyLL	Totals
2009																	
50077109	ALLEGHENY	5480		82,304	547.32	54.73											602.05
50077106	ALLEGHENY	5481		31,737	211.05	21.11											232.16
50101633	WILLIAMSON	5500		11,250	74.81	7.48											82.29
50101680	NEWLAND J	5501		15,419	102.54	10.25					7.60	0.76					121.15
50101339	LOWRY RICH	5502		26,640	183.45	28.05									4.76	0.71	216.97
50100558	WESLEY CH	5534		413,014	2,312.88	1,156.44	289.11	144.55							61.95	30.98	3,995.91
Totals - 2009				580,364	3,432.05	1,278.06	289.11	144.55	-	-	7.60	0.76	-	-	66.71	31.69	5,250.53
2008																	
50098137	MCCLELLAN	5474		12,965	86.22	8.62					6.39	0.64					101.87
50083528	GALIDA REB	5479		4,650	30.92	3.09							1.89	0.19			36.09
09228079	RORIE MABE	5483	34,130		226.96												226.96
50081184	HUMPHREY	5485		14,620	97.22	9.72									2.79	0.28	110.01
50095859	MORGAN RO	5492		12,050	80.13	11.30							4.89	0.69			97.01
01150015	LEE JAMES I	5493	44,410		295.32												295.32
01150015B	LEE JAMES I	5494	226,530		1,506.42												1,506.42
09259001C01	TY-PAR REA	5504	317,100		657.95												657.95
50083515	PERFECTION	5522		93,400	621.11	61.71											682.82
07048017	THREE STAF	5527	1,576,410		10,483.12												10,483.12
09259001D	TY-PAR REA	5528	117,660		782.44												782.44
07048017J	THREE STAF	5529	39,600		263.34												263.34
07048013P	THREE STAF	5530	68,000		452.20												452.20
Totals - 2008			2,423,840	137,685	15,583.35	94.44	-	-	-	-	6.39	0.64	6.78	0.88	2.79	0.28	15,695.55
2007																	
50098137	MCCLELLAN	5475		13,950	99.20	9.91					5.26	0.53					114.90
50083528	GALIDA REB	5477		12,180	86.61	8.66							3.19	0.32			98.78
50083515	PERFECTION	5523		81,140	576.98	56.85											633.83
Totals - 2007			-	107,270	762.79	75.42	-	-	-	-	5.26	0.53	3.19	0.32	-	-	847.51
2006																	
50083528	GALIDA REB	5478		12,180	77.55								5.41				82.96

REFUNDS MAY 2009														
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	HembyGT	StallGT	StallLL	WaxhawGT	WesleyGT	WingateTT	Totals
2006														
02021012D	TRULL LILLIE MAE	5488	5,600		35.65									35.65
50092091	BERRY SAM P DBA SOUTHERN	5533		28,750	183.05	18.31			12.77	1.28				215.41
Totals			5,600	28,750	218.70	18.31	-	-	12.77	1.28	-	-	-	251.06
2005														
02021012D	TRULL LILLIE MAE	5489	5,600		31.36		3.92							35.28
Totals			5,600	-	31.36	-	3.92	-	-	-	-	-	-	35.28
2004														
02021012D	TRULL LILLIE MAE	5490	5,600		29.40		3.92							33.32
Totals			5,600	-	29.40	-	3.92	-	-	-	-	-	-	33.32
2003														
02021012D	TRULL LILLIE MAE	5491	3,360		17.81		2.35							20.16
Totals			3,360	-	17.81	-	2.35	-	-	-	-	-	-	20.16
GRAND TOTALS			3,868,550	353,479	27,285.85	67.10	10.19	118.91	36.87	3.69	51.93	4.93	475.59	28,055.06

4
 AGENDA ITEM
 MEETING DATE 6-15-09

REFUNDS MAY 2009

Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-999	HembyGT	StallGT	StallLL	WaxhawGT	WesleyGT	WingateTT	Totals
2008														
50093077	METROLINA EYE ASSOCIATES	5476		76,984	511.94									511.94
09237057	HENDLEY BREWER PROPERTY	5484	128,370		853.66									853.66
02021012D	TRULL LILLIE MAE	5486	5,690		37.84									37.84
06156392	MANNETTA SCOTT & DANA	5495	25,780		171.43							4.93		176.36
07078146	HOUSTON FRANCES & KIM M.	5496	11,650		77.47			5.74						83.21
50071856	PURSER'S TURKEY FARM	5497		25,460	169.31									169.31
50099053	MONROE OIL CO	5503		121,945									475.59	475.59
09301061J	TYSON L CARLTON	5505	470,050		3,125.83									3,125.83
07048082	TYSON L CARLTON & WIFE CA	5506	91,250		606.81									606.81
09216075	TYSON CENTER LLC	5507	156,360		1,039.79									1,039.79
09301061A	LCT PROPERTIES LLC	5508	485,390		3,227.84									3,227.84
08324004B	CAROLINA GOLF DEVELOPER	5509	52,370		348.26			25.82						374.08
08315073	CAROLINA GOLF DEVELOPER	5510	31,660		210.54			15.60						226.14
08312001E	CAROLINA GOLF DEVELOPER	5511	116,100		772.06			57.23						829.29
K8312001D	CAROLINA GOLF DEVELOPER	5512	10,550		70.16			5.20						75.36
D8312001D	CAROLINA GOLF DEVELOPER	5513	10,550		70.16									70.16
K8312001B	CAROLINA GOLF DEVELOPER	5514	18,910		125.75			9.32						135.07
D8312001B	CAROLINA GOLF DEVELOPER	5515	10,550		70.16									70.16
09336006	RR/74 LLC	5516	231,800		1,541.47									1,541.47
070481013C	TY-PAR REALTY INC	5517	220,620		1,467.12									1,467.12
09259001C02	TY-PAR REALTY INC	5518	105,910		704.30									704.30
09301002E90	TY-PAR REALTY INC	5519	199,890		1,329.26									1,329.26
09301002	TY-PAR REALTY INC	5520	1,213,130		8,067.32									8,067.32
06114001	TY-PAR REALTY INC	5521	209,410		1,392.58						51.93			1,444.51
50092091	BERRY SAM P DBA SOUTHERN	5531		38,020	252.83	25.28			15.44	1.54				295.09
Totals			3,805,990	262,409	26,243.89	25.28	-	118.91	15.44	1.54	51.93	4.93	475.59	26,937.51
2007														
09228079	RORIE MABEL B HEIRS	5482	36,800		261.68									261.68
02021012D	TRULL LILLIE MAE	5487	5,600		39.82									39.82
50071856	PURSER'S TURKEY FARM	5498		29,260	208.10									208.10
50092091	BERRY SAM P DBA SOUTHERN	5532		33,060	235.09	23.51			8.66	0.87				268.13
Totals			42,400	62,320	744.69	23.51	-	-	8.66	0.87	-	-	-	777.73



UNION COUNTY
Office of the Tax Administrator
Collections Division
500 N. Main St. Ste 119
P.O. Box 38
Monroe, NC 28111-0038

AGENDA ITEM
4/2f
MEETING DATE 6-15-09
704-283-3848
704-283-3897 Fax

TO: County Commissioners
FROM: John Petoskey *JP*
Tax Administrator
DATE: June 5, 2009
SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending May 31, 2009 is attached for your information and review.

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

Attachment

JP/PH

**MAY 2009
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

MAY 31, 2009 REGULAR TAX	2009	2008	2007	2006
BEGINNING CHARGE	269,513.69	143,630,876.05	116,277,021.95	96,257,866.74
DISCOVERIES	4,197.99	657.95		
FARM DEFERMENTS		2,084.11	1,092.40	978.10
RELEASES	(5,250.53)	(15,695.55)	(847.51)	(575.44)
TOTAL CHARGE	268,461.15	143,617,922.56	116,277,266.84	96,258,269.40
BEGINNING COLLECTIONS	52,279.07	137,884,116.88	115,299,279.45	95,769,039.06
COLLECTIONS	3,849.07	803,234.68	43,886.13	7,834.86
TOTAL COLLECTIONS	56,128.14	138,687,351.56	115,343,165.58	95,776,873.92
BALANCE OUTSTANDING	212,333.01	4,930,571.00	934,101.26	481,395.48
PERCENTAGE OF REGULAR	20.91%	96.57%	99.20%	99.50%
MAY 31, 2009 MOTOR VEHICLE				
BEGINNING CHARGE		10,878,196.53	12,062,471.62	10,334,234.08
12TH MV BILLING		882,767.63		
ASSESSOR RELEASE		(4,148.04)	(287.76)	(30.20)
ASSESSOR REFUND		(645.92)	(420.36)	(130.20)
COLLECTOR RELEASE		(6,504.27)	(348.72)	
COLLECTOR REFUND		(2,118.65)	(64.80)	
REIMBURSEMENTS		4,879.02	1,572.37	116.47
ADJUSTMENTS		13.81	0.77	0.47
TOTAL CHARGE	-	11,752,440.11	12,062,923.12	10,334,190.62
BEGINNING COLLECTIONS		9,139,446.69	11,861,374.36	10,235,914.30
COLLECTIONS		784,088.04	18,743.38	2,108.18
TOTAL COLLECTIONS	-	9,923,534.73	11,880,117.74	10,238,022.48
BALANCE OUTSTANDING		1,828,905.38	182,805.38	96,168.14
PERCENTAGE OF MOTOR VEHICLE	0.00%	84.44%	98.48%	99.07%
OVERALL CHARGED	268,461.15	155,370,362.67	128,340,189.96	106,592,460.02
OVERALL COLLECTED	56,128.14	148,610,886.29	127,223,283.32	106,014,896.40
OVERALL PERCENTAGE	20.91%	95.65%	99.13%	99.46%

**MAY 2009
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

MAY 31, 2009 REGULAR TAX	2005	2004	2003	2002
BEGINNING CHARGE	86,249,353.20	75,937,302.97	60,651,742.12	51,673,983.06
DISCOVERIES				
FARM DEFERMENTS	152.15			
RELEASES	(517.44)	(346.09)		
TOTAL CHARGE	86,248,987.91	75,936,956.88	60,651,742.12	51,673,983.06
BEGINNING COLLECTIONS	85,978,334.97	75,756,393.92	60,526,890.27	51,585,510.63
COLLECTIONS	1,222.86	756.13	1,475.12	91.96
TOTAL COLLECTIONS	85,979,557.83	75,757,150.05	60,528,365.39	51,585,602.59
BALANCE OUTSTANDING	269,430.08	179,806.83	123,376.73	88,380.47
PERCENTAGE OF REGULAR	99.69%	99.76%	99.80%	99.83%
MAY 31, 2009 MOTOR VEHICLE				
BEGINNING CHARGE	10,041,215.72	-	-	-
12TH MV BILLING		-	-	-
ASSESSOR RELEASE	(126.00)	-	-	-
ASSESSOR REFUND	(16.74)	-	-	-
COLLECTOR RELEASE		-	-	-
COLLECTOR REFUND		-	-	-
REIMBURSEMENTS		-	-	-
ADJUSTMENTS	0.80	-	-	-
TOTAL CHARGE	10,041,073.78	-	-	-
BEGINNING COLLECTIONS	9,966,174.94	-	-	-
COLLECTIONS	726.00	-	-	-
TOTAL COLLECTIONS	9,966,900.94	-	-	-
BALANCE OUTSTANDING	74,172.84	-	-	-
PERCENTAGE OF MOTOR VEHICLE	99.26%			
OVERALL CHARGED	96,290,061.69	75,936,956.88	60,651,742.12	51,673,983.06
OVERALL COLLECTED	95,946,458.77	75,757,150.05	60,528,365.39	51,585,602.59
OVERALL PERCENTAGE	99.64%	99.76%	99.80%	99.83%

**MAY 2009
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

MAY 31, 2009 REGULAR TAX	2001	2000	1999	1998
BEGINNING CHARGE	48,122,732.72	43,553,051.95	40,736,778.57	37,964,034.52
DISCOVERIES				
FARM DEFERMENTS				
RELEASES				
TOTAL CHARGE	48,122,732.72	43,553,051.95	40,736,778.57	37,964,034.52
BEGINNING COLLECTIONS	48,057,787.14	43,508,843.59	40,697,668.28	37,936,459.17
COLLECTIONS	57.50	33.92	123.58	3.65
TOTAL COLLECTIONS	48,057,844.64	43,508,877.51	40,697,791.86	37,936,462.82
BALANCE OUTSTANDING	64,888.08	44,174.44	38,986.71	27,571.70
PERCENTAGE OF REGULAR	99.87%	99.90%	99.90%	99.93%
MAY 31, 2009 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
12TH M/V BILLING	-	-	-	-
ASSESSOR RELEASE	-	-	-	-
ASSESSOR REFUND	-	-	-	-
COLLECTOR RELEASE	-	-	-	-
COLLECTOR REFUND	-	-	-	-
REIMBURSEMENTS	-	-	-	-
ADJUSTMENTS	-	-	-	-
TOTAL CHARGE	-	-	-	-
BEGINNING COLLECTIONS	-	-	-	-
COLLECTIONS	-	-	-	-
TOTAL COLLECTIONS	-	-	-	-
BALANCE OUTSTANDING	-	-	-	-
PERCENTAGE OF MOTOR VEHICLE				
OVERALL CHARGED	48,122,732.72	43,553,051.95	40,736,778.57	37,964,034.52
OVERALL COLLECTED	48,057,844.64	43,508,877.51	40,697,791.86	37,936,462.82
OVERALL PERCENTAGE	99.87%	99.90%	99.90%	99.93%

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 15, 2009

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

SUBJECT: Neighborhood Nurses Contract

DEPARTMENT: Social Services **PUBLIC HEARING:** No

ATTACHMENT(S):
Contract

INFORMATION CONTACT:
D. Dontae Latson

TELEPHONE NUMBERS:
704-296-4302

DEPARTMENT'S RECOMMENDED ACTION:

BACKGROUND: DSS contracts with Neighborhood Nurses to provide in-home services to eligible Home and Community Care Block Grant clients in Union County. These services consist of coordinating client care, evaluating progress, and providing appropriate documentation of these activities in accordance with State and Federal rules and regulations.

FINANCIAL IMPACT: 90% Home and Community Care Block Grant Funds and 10% County Funding is a required match.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 15, 2009

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

SUBJECT: Contract Amendment #14 to Agreement with The Keith Corporation for Property Management Services (FY2009-2010)

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

ATTACHMENT(S):

INFORMATION CONTACT:
Barry Wyatt

TELEPHONE NUMBERS:
704-283-3868

DEPARTMENT'S RECOMMENDED ACTION: Approve contract amendment, extending contract for an additional year through June 30, 2010, and authorize the County Manager to execute the amendment subject to adoption of the FY10 budget.

BACKGROUND: This contract provides for full-service property management services including operation and maintenance of all facilities; provision of all trouble-calls; maintenance and handyman services needed for HVAC, electrical, lighting, plumbing and other systems; maintaining a comprehensive inspection and preventive maintenance program; maintaining programs for environmental assessment and testing; and fire and life safety programs. In addition, the contract provides funding for subcontracting of housekeeping and landscaping maintenance services.

In 1997, the Board of County Commissioners directed staff to seek proposals for the outsourcing of all Property Management Services.

Working with Centralina Council of Governments, a Request for Proposals (RFP) was developed, mailed to seven firms known to offer Property Management Services, advertised and ultimately the County received three proposals with The Keith Corporation providing the best value at an annual cost of \$473,981 or \$1.95 per square foot for 243,181 square feet of space to be maintained. The other two proposals received were for \$657,794 and \$1,020,943 respectively.

At the time the initial contract was awarded there were no additional costs associated with the contract; existing budgets covered the cost even with an increase in the level of service for

maintenance, housekeeping and landscaping.

Since that time, seven new buildings, an expanded Main Library, a new expanded Animal Shelter, an expanded Waxhaw Library, and an expanded building for School Administration have been added; increasing the square footage maintained by 129% to 556,599.

The Board of County Commissioners created an ad hoc Property Management Review Committee in late 2007. The Committee's members included major "tenants" of County facilities - Social Services, Library, Cooperative Extension and the Sheriff. Additional members included Internal Audit, Finance, General Services and a former employee responsible for garage operations. The Committee's charge from the Commission was "to conduct a thorough review of the services provided by The Keith Corporation and the associated costs." This action represented the policy objectives (or ENDS statement) of the Commission - to ensure that the County's property management functions are effective and efficient - both from a cost and operations perspective.

The Committee held six (6) meetings over a period of about nine (9) months. As the Committee began work, it adopted the following specific objectives to guide them in their work (this is the MEANS):

1. Review current service and quality level standards for landscaping, housekeeping and building maintenance functions ... identify deltas (what we do well and what areas we can improve upon) and validate appropriateness.
2. Review cost components to include direct and non-direct (HR, contracting, work order, property accounting, property management, budget, etc.) elements of pricing.
3. Review pricing allocation methods, identify deltas and validate appropriateness.
4. Review, establish and conduct pricing models to validate pricing.

The Committee also concluded that it would be appropriate to evaluate each of the four components of the County's property management function separately; 1)housekeeping services, 2)landscaping, 3)property maintenance, and 4)property management (the fee associated with managing 1, 2 & 3).

At the Committee's final meeting the following unanimous conclusions regarding the property management functions were reached:

1. The County's housekeeping function, contracted through The Keith Corporation, is cost competitive (about 75 cents per square foot versus \$1.00 per square foot), as benchmarked by in-house cost comparison and the Building Owners and Managers Association (BOMA) costs for the Charlotte region marketplace.
2. The County's landscaping function, contracted through The Keith Corporation, is cost competitive based on the solicitation (by the County's property management agent in consultation with General Services) of landscaping bids from the Charlotte region marketplace.
3. The County's property maintenance function, provided by The Keith Corporation, is cost competitive, as benchmarked by in-house cost comparison.
4. Service and quality level standards for the property management components are usual, customary and reasonable.
5. Finance and General Services should develop and implement allocation methodologies that better approximate benefiting facility costs and are more transparent to the end user.
6. The County should periodically, no less frequently than every three (3) years, conduct a

comprehensive analysis of property management functions.

The Board, in September 2008, unanimously accepted the Committee's findings and extended the property management contract through June 30, 2009.

Since the economic downturn began in September of last year and the need to reduce expenditures escalated, significant reductions in The Keith Corporation contract have occurred. Landscaping services have been reduced, two full-time maintenance positions have been eliminated (in addition to an Assistant Property Manager position eliminated in January 2008), and housekeeping services have gone from five days per week service to three days per week. Savings from these reductions are approximately \$213,300 or 13.8% less than the FY09 approved budget.

FINANCIAL IMPACT: Funding for these services, \$1,290,696.00, is included in the Manager's recommended budget for FY2009-2010 and represents a decrease of \$275,276.00 or 17.6% from the FY09 adopted budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 6-15-09

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

SUBJECT: TRANSFER OF SURPLUS VEHICLE TO VETERAN'S COUNCIL OF UNION COUNTY

DEPARTMENT: TRANSPORTATION **PUBLIC HEARING:** No

ATTACHMENT(S):
RESOLUTION AUTHORIZING
CONVEYANCE OF COUNTY LIFT
EQUIPPED VAN TO THE
VETERAN'S COUNCIL OF UNION
COUNTY

INFORMATION CONTACT:
ANNETTE SULLIVAN

TELEPHONE NUMBERS:
704-292-2566
704-361-1494

DEPARTMENT'S RECOMMENDED ACTION: ADOPT RESOLUTION AUTHORIZING TRANSFER OF OWNERSHIP OF LIFT EQUIPPED VEHICLE TO UNION COUNTY VETERAN'S COUNCIL TO BE USED TO ASSIST UNION COUNTY TRANSPORTATION IN TRANSPORTING OF VETERANS OF UNION COUNTY TO MEDICAL APPOINTMENTS. AUTHORIZE COUNTY MANAGER, VIA AFOREMENTIONED RESOLUTION, TO EXECUTE DOCUMENTS OF CONVEYANCE THAT MAY BE NECESSARY TO TRANSFER OWNERSHIP OF THE LIFT EQUIPPED VEHICLE, INCLUDING AN AGREEMENT IN SUBSTANTIALLY THE FORM OF THE DRAFT AGREEMENT ATTACHED TO THE RESOLUTION AS EXHIBIT B.

BACKGROUND: THIS VEHICLE MET ITS USEFUL LIFE UNDER NCDOT STANDARDS AND WAS REPLACED BY OUR DEPARTMENT WITH 10% LOCAL AND 90% DOT FUNDING. THE UNION COUNTY VETERAN COUNCIL ASSISTS VETERAN SERVICES WITH TRANSPORTATION NEEDS THAT CANNOT BE MET BY OUR DEPARTMENT. THE VEHICLE THEY CURRENTLY USE IS IN NEED OF REPLACEMENT.

FINANCIAL IMPACT: NONE

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

A RESOLUTION AUTHORIZING CONVEYANCE OF COUNTY LIFT EQUIPPED
VAN TO THE VETERAN'S COUNCIL OF UNION COUNTY

WHEREAS, the Veteran's Council of Union County (the "Veteran's Council") has been assisting Union County's Veterans Services Office by transporting veterans living in Union County who have appointments on days the Union County Transportation Department does not provide transportation services to the Veteran facilities or who have appointments for which the Union County Transportation Department is unable to provide timely transportation; and

WHEREAS, in Fiscal Year 2008, the Union County Transportation Department placed a lift equipped van (the "Subject Property") identified in Exhibit A, attached and incorporated herein by reference, into surplus that was replaced by the North Carolina Department of Transportation; and

WHEREAS, pursuant to G.S. § 160A-279(a), Union County is authorized to convey by private sale to any public or private non-profit entity which carries out a public purpose any real or personal property which it owns whenever the County is authorized to appropriate funds to such public or private entity; and

WHEREAS, pursuant to G.S. § 153A-449, the County is authorized to appropriate funds to any person, association, or corporation, in order to carry out any public purpose that the County is authorized by law to engage in; and

WHEREAS, pursuant to G.S. §§ 153A-274 et seq., Union County is authorized to own and operate a public transportation system in order to furnish services to the county and its citizens; and

WHEREAS, Union County desires to convey the Subject Property to the Veteran's Council for the purpose of transporting veterans living in Union County who have appointments on days the Union County Transportation Department does not provide transportation services to the Veteran facilities and/or who have appointments for which the Union County Transportation Department is unable to provide timely transportation; and

WHEREAS, for purposes of this resolution, the term "appointments" shall mean those appointments that would qualify for transportation services by the Union County Transportation Department; and

WHEREAS, the Veteran's Council shall not use the Subject Property in competition with the Union County Transportation Department.

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

1. The Subject Property is hereby declared surplus.
2. The County Manager is authorized to dispose of the Subject Property to the Veteran's Council by private sale in accordance with G.S. § 160A-267, and to execute such documents of conveyance as may be necessary to transfer ownership of the Subject Property. Consideration for disposition of the Subject Property shall be non-monetary but shall include the promise by the Veteran's Council, as evidenced by written agreement in substantially the form of the draft agreement attached and incorporated herein by reference as Exhibit B, to continue to use the Subject Property for a public purpose and not in competition with the Union County Transportation Department. Such agreement shall include covenants or conditions as will assure that the Subject Property will be put to a public use by the Veteran's Council and will not be used in competition with the Union County Transportation Department.
3. A notice summarizing the contents of this Resolution shall be published once after its adoption, and no sale shall be consummated hereunder until ten days after publication.

This the 15th day of June 2009.

Lanny Openshaw
Chairman of the Union County Board of Commissioners

EXHIBIT A

The "Subject Property" is described as follows:

County Van # 45-03
Dodge Ram
Lift equipped
VIN # 2D7LB31Z23K526838

EXHIBIT B

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

This agreement is made and entered into as of the _____ day of _____, 2009, by and between UNION COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "Union," and the VETERAN'S COUNCIL OF UNION COUNTY, a non-profit entity, hereinafter referred to as "Veteran's Council."

W I T N E S S E T H:

WHEREAS, Union is the owner of a certain lift equipped van (the "Subject Property") as identified on Exhibit A, attached and incorporated herein by reference; and

WHEREAS, Union desires to declare surplus and convey the Subject Property to Veteran's Council for use in transporting veterans living in Union County who have appointments on days the Union County Transportation Department does not provide transportation services to the Veteran facilities and/or who have appointments for which the Union County Transportation Department is unable to provide timely transportation.

WHEREAS, pursuant to G.S. § 160A-279(a), Union is authorized to convey by private sale to any public or private entity which carries out a public purpose any real or personal property which it owns whenever Union is authorized to appropriate funds to such public or private entity; and

WHEREAS, pursuant to G.S. § 153A-449, Union is authorized to appropriate funds to any person, association, or corporation in order to carry out any public purpose that Union is authorized by law to engage in; and

WHEREAS, pursuant to G.S. §§ 153A-274 et seq., Union is authorized to own and operate a public transportation system in order to furnish services to the county and its citizens.

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

1. Union does hereby convey the Subject Property to Veteran's Council without monetary consideration.
2. Veteran's Council agrees to utilize the Subject Property for transporting veterans living in Union County who have appointments on days the Union County Transportation Department does not provide transportation services to

the Veteran facilities and/or who have appointments for which the Union County Transportation Department is unable to provide timely transportation. For purposes of this contract, the term "appointments" shall mean those appointments that would qualify for transportation services by the Union County Transportation Department. Veteran's Council agrees that it will not use the Subject Property in competition with the Union County Transportation Department. Veteran's Council further agrees that it will only use the Subject Property for the public purposes described in this contract. In the event the Subject Property or the proceeds of any sale thereof are no longer used by Veteran's Council for this public purpose or are used in competition with the Union County Transportation Department, then Veteran's Council agrees to re-convey the Subject Property and/or any proceeds therefrom to Union without consideration.

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

ATTEST: VETERAN'S COUNCIL OF UNION COUNTY

By: _____ By: _____

Title: _____ Title: _____

ATTEST: UNION COUNTY

By: _____ By: _____
Clerk to the Board County Manager

Approved as to Legal Form _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 10, 2009

Action Agenda Item No. 4/4

(Central Admin. use only)

SUBJECT: Contracts List

DEPARTMENT: Legal

PUBLIC HEARING: No

ATTACHMENT(S):
Proposed Format

INFORMATION CONTACT:
Jeff Crook

TELEPHONE NUMBERS:

704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Approve format

BACKGROUND: The Board of Commissioners has requested that staff provide a list of active contracts indicating certain basic information for each. Of particular interest are those contracts that automatically renew.

Please find attached a proposed format for the contracts list. At this point, we would propose going back three years and preparing a list of contracts by department, contracting party, description, amount, termination date, and termination language. We will also survey older contracts to try and determine whether there are any that would be of particular interest to the Board. If so, we will report these as well.

Because of the labor intensive effort necessary to prepare this list, the Staff Attorney requests that you approve the attached format on the Consent Agenda, or if not acceptable, remove from Consent so that the Board can prescribe precisely the information desired. This will be an ongoing effort, and we foresee providing information to the Board incrementally in the agenda packet by department, until all such information can be condensed into a single form.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Department	Contracting Party	Description	Amount	Termination Date	Termination Language
CENTRAL ADMINISTRATION	UMRMC & Union Medical Office Building, LLC	Sublease Agreement	\$24,914.00 base rent; 10% increase every 5th anniversary of Jan. 1	7/1/2066	Each of the following shall constitute an event of default by Tenant under this Lease: Tenant fails to pay any installment or other payment for Rent payable under this Lease within fifteen (15) days after written notice from Landlord that such amount is overdue; or Tenant fails to observe or perform any of the other covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, and fails to cure such default within thirty (30) days after written notice from Landlord, or, if such default is capable of being cured but cannot be remedied with the exercise of due diligence in such period, Tenant does not within such thirty (30) days commence such act or acts as shall be necessary to remedy the default and does not thereafter diligently pursue and complete such act or acts within a reasonable time. Upon the occurrence of an event of default by Tenant under this Lease, Landlord, at its option, in addition to all other rights and remedies provided in this Lease, at law or in equity, may terminate this Lease and/or may terminate Tenant's right of possession and use of the Leased Parcel, the Building, the Skywalk and the other improvements at the Leased Parcel.
	Union County Partnership for Progress	Funding for UCPP	\$3,104,000.00	7/31/2012	Union may terminate this Agreement for cause in the event UCPP: (i) expends funds provided by Union in a manner inconsistent with the terms of this Agreement; (ii) fails to comply with applicable law; or (iii) otherwise fails to perform in accordance with the terms of this Agreement.
	Carolinas Medical Center-Union	Uncompensated Emergency Call Call Reimbursement Program	\$250,000.00	Automatically renews	This Agreement shall automatically renew for additional one-year terms, provided that in the event the County Board of Commissioners does not appropriate sufficient funds for the continuation of this Agreement in any fiscal year after the first fiscal year, then this Agreement shall automatically terminate. Either party may terminate this agreement at any time, without cause, upon giving thirty (30) days written notice of termination. In the event of termination prior to the scheduled expiration date, CMC-Union shall invoice the County, and the County shall pay, fifty percent (50%) of the amount disbursed by CMC-Union under the Reimbursement Program from the date of the last regular quarterly invoice through the date of termination, subject to the County's maximum annual obligation of \$250,000 as stated above.
	John Coleman	Filming of Commissioners' Meetings	\$400/meeting	Automatically renews	Without cause, either party may terminate this agreement by providing thirty (30) days prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate has been given. With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include: (a) material violation of agreement; (b) any act exposing the other party to liability to others for personal injury or property damage.
	White & Smith, LLC	Legal Consulting Service for Lawsuits: Union Land Owners' Association & Nolan	Hourly Rate Schedule: \$200/hr; \$225/hr. for trial & depositions; Associates \$185/hr.;		It is agreed that the firm may withdraw from representing the County if the County does not meet its payment obligations to the Firm on a timely basis.

Department	Contracting Party	Description	Amount	Termination Date	Termination Language
			Law Clerks & Legal Assistants \$60/hr.		
	Akin Gump Strauss Hauer & Feld, LLC	Representation of Union County & Lancaster County Water & Sewer District in Lawsuit NC v SC	Hourly rates of \$95-950		We require that payment of statements be made within 10 days of receipt, and we may suspend or terminate any work in progress if timely payment is not made. We may also withdraw from the representation in a manner consistent with applicable ethical standards. Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. You have the right at any time to terminate our services and representation upon written notice to the firm. We reserve the right to withdraw from our representation if circumstances arise that under the applicable rules of professional conduct, allow or require us to.
	Parker Poe Adams & Bernstein	Representation of Union County in Matters Concerning Hospital Lease	\$90,000.00		The County has the right to terminate our engagement at any time. We, too, have the right to terminate our engagement at any time, subject to giving the County a reasonable opportunity to arrange other representation.
	Shattuck Hammond Partners	Provision of Financial Advisory Services	NTE \$30,000.00		This Engagement Letter and Shattuck Hammond's engagement hereunder may be terminated by either the County or Shattuck Hammond effective upon ten (10) days' prior written notice thereof to the other party; provided, however, that notwithstanding such termination (a) the County's obligations set forth in Article I and Sections A and D of Article III of the attached Standard Terms and Conditions shall continue; (b) Shattuck Hammond shall be entitled to receive all fees paid or payable to Shattuck Hammond pursuant to Section 3 hereof through the effective date of such termination; and (c) Shattuck Hammond shall be entitled to receive reimbursement of its expenses as set forth in Section 4 hereof through the effective date of such termination. Notwithstanding any provision of this Section 5 to the contrary, in the event Shattuck Hammond terminates this Engagement Letter without cause prior to delivery of the Valuation Report in accordance with Section 2, then in such event the County shall have no obligation whatsoever for payment of the Fee as set forth in Section 3 or the expenses as set forth in Section 4.
	Hamilton Moon Stephens & Martin	County Attorney	\$250/hr. for litigation matters; \$220/hr. for general matters		You have the right to terminate our representation at any time, with payment due for services rendered up to the time of such termination. Our firm would have the same right regarding termination, subject, of course, to reasonable notice to allow you to arrange alternative representation.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 06/15/09

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

SUBJECT: Justice Assistance Grant- 2009

DEPARTMENT: Union County Sheriff's Office **PUBLIC HEARING:** Yes

ATTACHMENT(S):
Copy of Grant Application

INFORMATION CONTACT:
Captain Steve Simpson

TELEPHONE NUMBERS:

704-283-3578
704-400-4584

DEPARTMENT'S RECOMMENDED ACTION: Accept JAG application and delegate signing authority to County Manager Al Greene. Captain Steve Simpson will act as the grant administrator. THIS GRANT MUST BE RETURNED TO THE SHERIFF'S OFFICE BY MONDAY June 29, 2009 in order to get it submitted.

BACKGROUND: The Union County Sheriff's Office requests authorization to make application for the FY 2009 Justice Assistance Grant (JAG) from the Bureau of Justice Assistance. If approved this grant will provide \$44,594.00 to the Sheriff's Office to be used towards Information Technology projects such as upgrading our PBX phone switch, upgrading current network cabling and computer replacements. *Note* This grant does not require any matching funds from the county. As indicated in the packet the public hearing will be held at the Sheriff's Office on June 29, 2009.

FINANCIAL IMPACT: N/A No matching funds required.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation 2009-H0210-NC-DJ



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This handbook allows you to complete the application process for applying to the BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation. At the end of the application process you will have the opportunity to view and print the SF-424 form.

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*Type of Submission	<input type="radio"/> Application Construction <input checked="" type="radio"/> Application Non-Construction <input type="radio"/> Preapplication Construction <input type="radio"/> Preapplication Non-Construction
*Type of Application	New Type of Revision If Revision,select appropriate option If Other, specify
*Is application subject to review by state executive order 12372 process?	<input type="radio"/> Yes This preapplication/application was made available to the state executive order 12372 process for review on <input checked="" type="radio"/> No Program is not covered by E.O. 12372 <input type="radio"/> N/A Program has not been selected by state for review

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Verify that the following information filled is correct and fill out any missing information. To save changes, click on the "Save and Continue" button.

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*Is the applicant delinquent on any federal debt	<input type="radio"/> Yes <input checked="" type="radio"/> No
*Employer Identification Number (EIN)	56 - 6000345
*Type of Applicant	County
Type of Applicant (Other):	
*Organizational Unit	Sheriff's Office
*Legal Name (Legal Jurisdiction Name)	Union County
*Vendor Address 1	3344 Presson Rd.
Vendor Address 2	
*Vendor City	Monroe
Vendor County/Parish	Union
*Vendor State	North Carolina
*Vendor ZIP	28112 - 9140 Need help for ZIP+4?
Please provide contact information for matters involving this application	
*Contact Prefix:	Mr.
Contact Prefix (Other):	
*Contact First Name:	Steven
Contact Middle Initial:	
*Contact Last Name:	Simpson
Contact Suffix:	Select a Suffix
Contact Suffix (Other) :	
*Contact Title:	Captain, Executive Offic
*Contact Address Line 1:	3344 Presson Rd.

Contact Address Line 2:	
*Contact City	Monroe
Contact County:	Union
*Contact State:	North Carolina
*Contact Zip Code:	28112 - 9140 Need help for ZIP+4?
*Contact Phone Number:	704 283 3578 Ext:
Contact Fax Number:	704 283 3614
*Contact E-mail Address:	stevesimpson@co.union.nc.us

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*Descriptive Title of Applicant's Project	
Union Co. Sheriff's Office Voice and Data Restructuring Program	
*Areas Affected by Project	
Union County North Carolina	
Proposed Project	
*Start Date	October 01 2009
*End Date	September 30 2011
*Congressional Districts of	
Project	Congressional District 01, NC Congressional District 02, NC Congressional District 03, NC Congressional District 04, NC
*Estimated Funding	
Federal	\$ 44594 .00
Applicant	\$ 0 .00
State	\$ 0 .00
Local	\$ 0 .00
Other	\$ 0 .00
Program Income	\$ 0 .00
TOTAL	\$ 44594 .00

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**BJA FY 09 Edward Byrne Memorial Justice Assistance
Grant Program: Local Solicitation** 2009-H0210-NC-DJ



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Budget and Program Attachments

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This form allows you to upload the Budget Detail Worksheet, Program Narrative and other Program attachments. Click the Attach button to continue.

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Budget JAG - UCSO - 09.doc	<input type="button" value="Delete"/>
Program Narrative JAG 2009.doc	<input type="button" value="Delete"/>
Review Narrative JAG - 2009-2010.doc	<input type="button" value="Delete"/>
Click on the Attach Button to upload an attachment	<input type="button" value="Attach"/>

Your files have been successfully attached, but the application has not been submitted to OJP. Please continue with your application.

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BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation 2009-H0210-NC-DJ



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Assurances and Certifications

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To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

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Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

[Budget and Program Attachments](#)

[Assurances and Certifications](#)

1. [Assurances](#)
2. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.](#)

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If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

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*Prefix:	Mr.
Prefix (Other):	
*First Name:	Al
Middle Initial:	
*Last Name:	Greene
Suffix	Suffix:
Suffix (Other):	
*Title:	County Manager
*Address Line 1:	3344 Presson Rd.
Address Line 2:	
*City:	Monroe
County:	Union
*State:	North Carolina
*Zip Code:	28112 - 9140

*Phone:	704 - 283 - 3500	Ext :
Fax:	-	-
*E-mail:	algreene@co.union.nc.	
<input checked="" type="checkbox"/> I have examined the information provided here regarding the signing authority and certify it is accurate. I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.		

Save and Continue

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OMB APPROVAL
NUMBER 1121-0140

EXPIRES 06/30/2009

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7. If a governmental entity:

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Accept

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

h1>U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a):

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Accept



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APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
1. TYPE OF SUBMISSION Application Non-Construction		
5. APPLICANT INFORMATION		
Legal Name Union County	Organizational Unit Sheriff's Office	
Address 3344 Presson Rd. Monroe, North Carolina 28112-9140	Name and telephone number of the person to be contacted on matters involving this application Simpson, Steven (704) 283-3578	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 56-6000345	7. TYPE OF APPLICANT County	
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA EDWARD BYRNE MEMORIAL JUSTICE TITLE: ASSISTANCE GRANT PROGRAM	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Union Co. Sheriff's Office Voice and Data Restructuring Program	
12. AREAS AFFECTED BY PROJECT Union County North Carolina		
13. PROPOSED PROJECT Start Date: October 01, 2009 End Date: September 30, 2011	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project NC08	
15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$44,594	Program is not covered by
Applicant	\$0	
State	\$0	

Local	\$0	E.O. 12372
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$44,594	N
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Continue



BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation 2009-H0210-NC-DJ



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Status	Requirement
Complete	Overview
Complete	Applicant Information
Complete	Project Information
Complete	Budget and Program Attachments
Complete	Certified to the Assurances and Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace
Incomplete	<input type="button" value="Submit Application"/>

AGENDA ITEM
47
MEETING DATE 6.15.09

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

WHEREAS, the Union County Board of Commissioners has heretofore established the regular meeting schedule of the Board such that regular meetings are held on the first and third Monday of each month at 7:00 p.m. in the Commissioners' Boardroom; and

WHEREAS, the Board desires to amend its regular meeting schedule by canceling the first regular meeting of July (July 6); and

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

The Board does hereby revise its regular meeting schedule to delete from the schedule the regular meeting of July 6, 2009. Except as herein amended, the regular meeting schedule shall remain in full force and effect.

Adopted this the 15th day of June, 2009.

ATTEST:

Lynn G. West, Clerk to the Board

Lanny Openshaw, Chairman

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 6/10/09

Action Agenda Item No. 4/8
(Central Admin. use only)

SUBJECT: Sublease of Space at Union Village to Daymark Recovery Services

DEPARTMENT: Central Admin.

PUBLIC HEARING: No

ATTACHMENT(S):
Current sublease

INFORMATION CONTACT:
Al Greene
Jeff Crook

TELEPHONE NUMBERS:
704-292-2625
704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Authorize Manager to approve amendment to extend Daymark sublease on month-to-month basis

BACKGROUND: Union County leases part of Union Village for its human services center, including the Departments of Social Services and Health. In addition, space was originally subleased to Piedmont Behavioral Healthcare (now "PBH") for mental health and related services. Following a major statutory change in the manner and structure for provision of mental health services, PBH arranged for its space at Union Village to be let to Daymark Recovery Services, Inc., its service provider. Last year, Union County determined that it would be advantageous to contract directly with Daymark for use of this space. Thus, the sublease between Union County, as lessor, and Daymark, as lessee, commenced on July 1, 2008, and continues until June 30, 2009. It is requested that the Board authorize the County Manager to approve an amendment to the sublease that would allow the term to continue on a month-to-month basis pending further decisions as to use of this space.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

STATE OF NORTH CAROLINA

SUBLEASE AGREEMENT

COUNTY OF UNION

THIS SUBLEASE is made and entered into this _____ day of _____, 2008, by and between Union County, a political subdivision of the State of North Carolina whose address is 500 N. Main St., Monroe, NC 28112, hereinafter referred to as "Sublessor," and Daymark Recovery Services, Inc., a North Carolina nonprofit corporation, hereinafter referred to as "Sublessee."

WITNESSETH:

WHEREAS, on July 17, 1997, B.V.B. Properties, Inc. ("BVB") and Sublessor entered into a lease agreement (the "Original Lease") attached and incorporated herein by reference as Attachment A for the lease of approximately 93,355 square feet of building space in the Union Village Shopping Center in Monroe, North Carolina (the "Leased Premises"), and which Leased Premises are a part of the real property comprising the Union Village Shopping Center, described as all of lots one, two, three and five as shown on a map recorded in Plat Cabinet D, File 501, at Union County Registry, dated August 6, 1993, prepared by Carroll L. Rushing, NCRLS., which property was acquired by BVB by instrument recorded in Deed Book 811, Page 165, of the Union County Registry; and

WHEREAS, on June 8, 2005, BVB and Rainbow Road NC, LLC, having an address at One Lombard Center, 20 East Main Street, Suite 300, Waterbury, CT 06702, ("Rainbow Road" or "Landlord") executed an Assignment and Assumption of Leases (the "Assignment"), incorporated herein by reference, pursuant to which BVB assigned all of its rights, title, and interest in the Original Lease to Rainbow Road, and Rainbow Road agreed to assume all of BVB's obligations under the Original Lease, to comply with and be bound by all the terms, covenants, and conditions of the Original Lease accruing on or after the date of the Assignment, and to perform all of the terms, covenants, and conditions of the Original Lease accruing on or after the date of the Assignment as if Rainbow Road were the original landlord named therein; and

WHEREAS, on April 3, 2006, Sublessor and Rainbow Road modified the Original Lease pursuant to an amendment attached and incorporated herein by reference as Attachment B (the Original Lease, as modified by the amendment dated April 3, 2006, shall hereinafter be referred to as "the Lease"); and

WHEREAS, Sublessee desires to sublease from Sublessor a portion of the Leased Premises and Sublessor has agreed thereto for the purpose of locating the operations of Sublessor's departments of social services and health in close proximity to the operations of Sublessee for the purpose of establishing an integrated human services center for Union County.

NOW, THEREFORE, in consideration of the premises, the rents reserved herein and the mutual benefits to be derived by Sublessor and Sublessee, the parties hereby agree as follows:

That subject to the terms and conditions hereinafter set forth, Sublessor does hereby sublease unto Sublessee and Sublessee does hereby accept as Sublessee those premises (the "Demised Premises") currently occupied by Sublessee, identified by the square footage indicated below in the easternmost part of the building and as determined by Sublessor's General Services Director in the event of any dispute as to the location of the Demised Premises, which Demised Premises are comprised of (i) approximately 11,448 square feet designated for exclusive use by Sublessee, and (ii) approximately 1,299 square feet allocated as Sublessee's share of the Human Services Center common areas and designated for joint use by Sublessee and the departments of Sublessor. Sublessor shall also provide adequate parking for Sublessee's use within the parking area designated by Landlord for use by Sublessor, which parking shall be located within reasonable proximity to the Demised Premises. Sublessee shall require that its employees park within the assigned parking area, as required of Sublessor by the Lease.

The terms and conditions above referred to are as follows:

ARTICLE ONE
TERM

This Sublease shall begin as of July 1, 2008 and, unless sooner terminated as provided herein, shall exist and continue until June 30, 2009 (the "Sublease Term"). In the event Sublessor terminates the Lease for cause or the Lease is otherwise terminated in accordance with its terms, this Sublease shall terminate and Sublessor shall have no further obligation to Sublessee pursuant to this agreement.

ARTICLE TWO
RENTAL

During the Sublease Term, Sublessee shall pay rent to Sublessor in the monthly amount of Six Thousand, Nine Hundred Ninety-One and 93/100 Dollars (\$6,991.93), which monthly amount reflects a rate of \$7.00 per square foot of space designated for Sublessee's exclusive use and \$2.90 per square foot for common space, which amount for common space is derived solely from Sublessor's cost for maintenance and utilities for the common space. Rent for the months of July through December, 2008, shall be payable within twenty (20) days of the execution of this Sublease. Rent for subsequent months shall be payable on or before the first day of each calendar month for the then current month and shall be paid by Sublessee without notice or demand therefor.

ARTICLE THREE
UTILITIES

Because the Demised Premises are not served by separate utility meters, Sublessor shall make payment for delivery of heat, electricity, water and sewer service to the Demised Premises, subject to full reimbursement by Sublessee. The amount of utilities expenses allocable to Sublessee shall be determined by multiplying the total utilities bills for the Leased Premises by a fraction, the numerator of which is the total square footage of the Demised Premises (11,448) and the denominator of which is the total square footage of the Leased Premises (93,355). Sublessee shall pay monthly utilities bills equal to the monthly average for July 2007 through June 2008 (which amount shall be reported by Sublessor to Sublessee following execution of this Sublease) subject to reconciliation as outlined herein. Sublessee shall pay its monthly utilities bills for July through December, 2008, within twenty (20) days of the execution of this Sublease. Utilities payments for subsequent months shall be payable in advance on or before the first day of each calendar month and shall be paid by Sublessee without notice or demand therefor. Not later than July 31, 2009, Sublessor shall conduct an accounting to determine the actual amount of utilities expenses allocable to Sublessee for the term of this Sublease. Sublessee shall make payment for any deficit, or Sublessor shall refund any overpayment, within thirty (30) days of receipt of notice from Sublessor stating the amount due or payable. This provision shall survive expiration of this Sublease.

ARTICLE FOUR
REPAIRS

Pursuant to the Lease, Landlord is required to keep the roof(s), the exterior and supporting walls, and other structural portions of the Demised Premises in good order, condition, and repair. Landlord is also required to maintain the Common Areas, as that term is defined in the Lease, and keep them in a clean and neat condition. Sublessor agrees to maintain and repair, as needed, the heating, air conditioning, electrical and plumbing systems of the Demised Premises. Except as otherwise indicated above, Sublessee at its sole expense shall conduct all regular maintenance and make all necessary repairs and replacement to the Demised Premises. It is expressly understood and agreed that Sublessor is not an insurer and that Sublessor's responsibility and liability for each of the matters and things undertaken by Sublessor to be done as above set out shall be confined to making the proper repairs within a reasonable time after the necessity, nature and location thereof has been called to Sublessor's attention by Sublessee.

ARTICLE FIVE
IMPROVEMENTS BY SUBLESSEE

Prior to commencing any interior alteration to the Demised Premises, Sublessee shall deliver to Sublessor a complete copy of plans and specifications for the proposed alteration together with a copy of all building and other governmental permits required for such alteration and written notice of the date for commencement of such alteration. Sublessee shall construct all

alterations expeditiously and in a good and workmanlike manner in compliance with applicable law, the provisions of the Lease, and the approved plans and specifications. Sublessee shall restore any portion of the Union Village Shopping Center affected thereby to as good or better condition as the same shall have existed immediately prior to the commencement of such alteration. Such alterations shall not unreasonably interfere with the operation or use of the remainder of Shopping Center or interfere with, hinder or prevent access to and from the Shopping Center. If Sublessee proposes alteration to the exterior of the Demised Premises, Sublessee shall first seek the written approval of Sublessor, who shall then request approval of Landlord in accordance with the terms of the Lease.

ARTICLE SIX
USE OF PREMISES

It is expressly agreed that the Demised Premises shall during the term of this Sublease be used exclusively for the provision of mental health and substance abuse services by Sublessee and for no other purpose without prior written consent of Sublessor.

ARTICLE SEVEN
DAMAGE OR DESTRUCTION BY FIRE

If the Demised Premises shall be partially or totally damaged or destroyed by fire or other casualty, Sublessee shall immediately notify Sublessor of the existence and extent of such damage or destruction, and Sublessor shall immediately notify Landlord as required by the Lease. It is required by the Lease that Landlord shall promptly restore the Demised Premises to the condition in which the same shall have been immediately prior to such damage or destruction; provided, however, that Landlord shall not be required to restore the Demised Premises if casualty occurs in the last year of the Primary or any extended term, except as otherwise provided in the Lease. In the event of such damage or destruction such that Landlord must restore the Demised Premises, the rent and other sums payable by Sublessee hereunder shall abate until substantial completion of restoration. The abatement will be in the same proportion the Demised Premises are rendered untenable as a result of which Sublessee actually ceases to use or occupy the same in the manner previously used immediately prior to such casualty.

ARTICLE EIGHT
INSURANCE AND INDEMNIFICATION

Pursuant to the Lease, Landlord is required to maintain for the Demised Premises all-risk, fire, casualty and extended coverage insurance covering the Demised Premises in an amount not less than one hundred percent (100%) of the full insurable replacement cost of the Demised Premises, as the same may from time to time be determined, including any improvements, alterations, additions and changes made by Landlord or Sublessor. Insurance proceeds collected shall be used toward the full compliance with the obligations of Landlord set out in the Lease relating to the restoration of the Demised Premises by Landlord.

Sublessee shall maintain insurance for the Demised Premises of the following character:

(i) comprehensive general public liability insurance insuring and defending against any cost, loss, damage or expense, incurred by reason of any claim, suit, liability or demand for bodily injury, death or property damage arising out of, pertaining to or involving this Sublease or Sublessee's use, control, maintenance or occupancy of the Demised Premises, including, without limitation, that arising as a result of alterations or construction on or to the Demised Premises, in the minimum amounts of \$1,000,000 for bodily injury or death to any one person, \$1,000,000 for bodily injury or death to any number of persons in any one incident, and \$1,000,000 for property damage, with regard to each such claim, suit, liability, or demand;

(ii) property insurance to cover Sublessee's personal property within the Demised Premises. In no event shall Sublessor or Landlord be liable for any damage to or loss of personal property sustained by Sublessee, whether or not it is insured, even if such loss is caused by the negligence of Sublessor or Landlord, their employees, officers, directors, or agents.

(iii) workers' compensation insurance to the extent required by the law of North Carolina; and

(iv) builders risk insurance (in completed value non-reporting form), at any time when the Demised Premises are being altered, maintained or repaired on behalf of Sublessee, in the amount of the full replacement cost of the improvements on the Demised Premises, exclusive of foundations, including the value of the alterations thereto and the materials and supplies therefor.

Certificates of liability insurance as herein provided shall be delivered by Sublessee to Sublessor within twenty (20) days of execution of this Sublease and shall be kept and maintained in full force during the entire term of this Sublease or any extensions thereof at the expense of Sublessee. In the event of failure of Sublessee to pay the premiums thereon or to properly maintain and keep in force the insurance, Sublessor shall have the right and privilege to procure the insurance and to pay the premiums thereon, which amounts shall be deemed additional rent and shall be due and payable with the next installment of rent due thereafter from Sublessee.

Each party waives, to the fullest extent permitted by their applicable policies, the right of subrogation which any insurer or such party may have against the other party by reason of any damage to any improvements on the Demised Premises. Neither party ("Exonerated Party") shall be liable to the other ("Insured Party") or to any insurance company (by way of subrogation or otherwise) insuring the Insured Party for any loss or damage to property or loss of income or loss under workman's compensation laws and benefits, even though such loss was occasioned by the negligence of the Exonerated Party, its agents, employees or contractors, if such loss is covered by insurance benefitting the Insured Party.

Sublessee agrees to protect, defend, indemnify and hold Sublessor, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements,

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

ARTICLE NINE
SUBLESSOR'S RIGHT TO INSPECT

Sublessee shall permit Sublessor, Sublessor's agents and other employees to have access to and to enter the Demised Premises at all reasonable and necessary times to inspect the Demised Premises for any purposes connected with the repair, improvement, care, and management of the Demised Premises or for any other purpose reasonably connected with Sublessor's interest in the Demised Premises and to perform any work or other act found necessary on such inspection.

ARTICLE TEN
ENTRY ON SUBLESSEE'S ABANDONMENT

In the event Sublessee, at any time during the term of this Sublease or any extension thereof and prior to the expiration of the Sublease, abandons the Demised Premises or any part thereof, Sublessor may, at Sublessor's option, enter into the Demised Premises, by force or otherwise, without being liable for any prosecution therefor. Sublessor, as agent of Sublessee, may thereupon relet the whole or any part of the Demised Premises for the whole or any part of the then unexpired sublease term. For the purpose of such reletting, Sublessor may make any alterations or modifications of the Demised Premises considered desirable. On such reletting, Sublessor shall have the right to receive and collect all rent payable by virtue thereof, and Sublessor may, at Sublessor's option, hold Sublessee liable for the difference between the rent payable hereunder during the unexpired sublease term and the net proceeds realized by Sublessor by means of such reletting of the Demised Premises, after deducting all expenses incurred therein, including commissions and the cost of all alterations and modifications to the Demised Premises required thereby.

ARTICLE ELEVEN
ASSIGNMENT AND SUBLETTING

Sublessee shall not assign this lease or sublet any part of the Demised Premises without the written consent of Sublessor, which consent shall not be unreasonably withheld.

ARTICLE TWELVE
FORFEITURE FOR NONCOMPLIANCE

It is expressly agreed that if Sublessee shall neglect to make any payment of rent when due or neglect to do and perform any matter or thing herein agreed to be done and performed by him, and shall remain in default thereof for a period of fifteen (15) days after written notice from Sublessor calling attention to such default, Sublessor may declare this Sublease terminated and canceled and take possession of the Demised Premises without prejudice to any other legal remedy he may have on account of such default. Said notice may be given to the person at such time in charge of the Demised Premises or sent in accordance with Article Sixteen.

ARTICLE THIRTEEN
AGREEMENT BETWEEN THE PARTIES

It is expressly understood and agreed by and between the parties hereto that this Sublease sets forth all the promises, agreements, conditions, and understandings between the parties hereto relative to the Demised Premises and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alterations, amendment, change, or addition to this Sublease shall be binding upon the parties hereto unless reduced to writing and signed by them. Notwithstanding any provision herein to the contrary, this Sublease is conditioned upon Sublessor securing from Piedmont Area Mental Health, Developmental Disabilities and Substance Abuse Authority a termination and release agreement as to the Demised Premises. If Sublessor is unable to secure such termination and release, this Sublease shall be deemed null and void.

ARTICLE FOURTEEN
AUTHORITY

Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

ARTICLE FIFTEEN
APPLICABLE LAW

This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

ARTICLE SIXTEEN
NOTICES

Any notices required or permitted to be given under the terms of this Sublease shall be considered properly made if sent by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses set forth below:

To Sublessor: Union County Manager
 500 North Main Street
 Monroe, NC 28112

To Sublessee: Daymark Recovery Services, Inc.
 284 Executive Park Drive, Suite 100
 Concord, NC 28025

Addresses to which notice shall be given may be changed by either party at any given time by giving notice to the other as herein provided.

IN TESTIMONY WHEREOF, said parties have executed this contract in duplicate originals, one of which is retained by each of the parties.

ATTEST

DAYMARK RECOVERY SERVICES,
INC.

BY: _____

BY: _____

ATTEST

UNION COUNTY

BY: _____
Clerk to the Board of Commissioners

BY: _____
Chairman, Board of Commissioners

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. _____ (Finance Officer)

Approved as to Legal Form _____

STATE OF NORTH CAROLINA
COUNTY OF UNION

I certify that Lynn West personally appeared before me this day and acknowledged that she is Clerk to the Board of Commissioners of Union County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of Union County, the foregoing instrument was signed in its name by Al Greene, its County Manager, sealed with its official seal, and attested by herself as Clerk to the Board of Commissioners.

Date: _____

Official Signature of Notary

Notary's printed or typed name, Notary Public

[Official Seal] My commission expires: _____

STATE OF NORTH CAROLINA
UNION COUNTY

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

Date: _____

Official Signature of Notary

Notary's printed or typed name, Notary Public

[Official Seal] My Commission Expires: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 15, 2009

Action Agenda Item No. 4/9

(Central Admin. use only)

SUBJECT: Voluntary Agricultural District Ordinance (Extension of Effective Date)

DEPARTMENT: Legal

PUBLIC HEARING: No

ATTACHMENT(S):
Amendment Extending Effective Date
Until September 30, 2009

INFORMATION CONTACT:
Jeff Crook

TELEPHONE NUMBERS:
704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Approve Amendment extending Effective Date of Ordinance until September 30, 2009

BACKGROUND: The Board adopted a revised Voluntary Agricultural District & Enhanced Agricultural District Ordinance (the "Ordinance") on November 17 with the understanding that the effective date would be deferred in order to give staff sufficient time to implement the new requirements. The effective date has since been deferred several times, most recently until July 15. Though progress has been made in resolving several remaining issues, it is requested that the Board defer this matter again in order to enable staff to explore achieving the objectives recently identified by the Agricultural Advisory Board and to give the Board of Commissioners an opportunity to schedule a work session regarding the Ordinance, as has been requested.

The remaining issue of primary concern is the requirement in Article XIII(A)(1) of the Ordinance that the Register of Deeds provide notice reasonably calculated to alert a person researching the title of a particular tract that such tract is located within one-half aerial mile of a Voluntary Agricultural District ("VAD"). Staff has met on several occasions to discuss this matter. The most recent meeting occurred on June 5 and was attended by Al Greene, Crystal Crump, Richard Melton, Cynthia Mabry (of GIS), Everett Medlin (of the Agricultural Advisory Board), Ligon Bundy (given earlier involvement and after discussion with Keith Merritt), and Jeff Crook. The notice required would present several major challenges to the Register of Deeds and would impose an administrative burden on both her office and the Tax Office. This issue has been the subject of much discussion and concern among attorneys and paralegals searching title in Union County.

During the meeting of June 5, staff gained a better understanding of the type of notice sought by the Advisory Committee. It was agreed that staff would meet again to outline the best approach to achieve the dual objectives of giving sufficient notice of a VAD without unduly burdening the Register of Deeds or other County departments. Mr. Medlin was particularly helpful in reaching this understanding.

From the foregoing, this Ordinance is not yet ready for implementation on July 15, and Board action is requested to amend the Ordinance to extend the effective date to September 30. The follow-up meeting of staff is being scheduled for the week of June 22, and a work session will be scheduled with the Board in the near future. It is hoped that this matter will be resolved and the Ordinance in effect well in advance of the extended effective date, but the date has been extended through September in order to obviate the need for further amendments to extend.

Approval of the attached amendment on the Consent Agenda will extend the effective date as requested.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

AMENDMENT
TO UNION COUNTY VOLUNTARY AGRICULTURAL DISTRICT &
ENHANCED VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE

WHEREAS, the Board of Commissioners adopted the Union County Voluntary Agricultural District & Enhanced Voluntary Agricultural District Ordinance (the "Ordinance") on November 17, 2008, with an effective date of February 1, 2009; and

WHEREAS, on January 20, 2009, the Board extended the effective date to March 1, 2009; and

WHEREAS, on February 16, 2009, the Board extended the effective date to May 1, 2009; and

WHEREAS, on April 20, 2009, the Board extended the effective date to July 15, 2009; and

WHEREAS, certain provisions of the Ordinance continue to require additional analysis prior to implementation; and

WHEREAS, the Board thus desires to extend the effective date a fourth time.

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

1. In Article XVII(D), as amended, delete "July 15, 2009" and replace with "September 30, 2009" such that this subsection reads as rewritten:

"The Effective Date of this Ordinance shall be September 30, 2009."

2. Except as herein amended, the provisions of the Ordinance shall remain in full force and effect.

Adopted this the 15th day of June, 2009.

Lanny Openshaw, Chairman

MOTOR VEHICLE TAX REFUNDS
for MAY 2009

AGENDA ITEM
410
MEETING DATE 6-15-09

Approval of Board of County Commissioners not required:

Collector Refunds for MAY 2009	2,724.27
Adjustment to Collector Refund Register for May	(396.18)

To be approved by Board of County Commissioners on 6-15-09
(to be submitted by Assessor's Office)

Assessor Refunds for MAY 2009	1,372.82
Adjustment to Assessor Refund Register for May	(611.12)

Approval requested for overpayments:

Overpayments for MAY 2009	<u>2,134.33</u>
Total to be refunded for MAY 2009	<u><u>5,224.12</u></u>

Debbie Cox
6-2-09

**A RESOLUTION OF THE UNION COUNTY BOARD OF COMMISSIONERS
SUPPORTING AN ALTERNATIVE METHOD OF RECOGNITION FOR
VETERANS STATUS TO MERCHANT MARINE SEAMEN OF WWII**

WHEREAS, Public laws 95-202 and 105-368 bestowed veteran status on US Merchant Marine Seamen of WWII.

WHEREAS, two specific U.S. government actions by US government have caused some 10,000 merchant seamen to have been denied their due recognition:

- 1) The USCG relieved Masters of tugs, towboats and seagoing barges of the responsibility submitting reports of seamen shipped and discharged; and
- 2) The National Maritime Administration ordered ships' logbooks to be destroyed because they were too costly to maintain and had removed the two main criteria required by the government to issue official recognition to those seamen, and

WHEREAS, the average age of the remaining seamen is above 86 and the population of the US veteran is shrinking at an average of 850 per year causing time to be of the essence; and

WHEREAS, No costs are associated with this proposal as funds are already included in above public laws.

WHEREAS, the Union County Board of Commissioners therefore requests that immediate action be taken to correct this inconceivable action.

NOW, THEREFORE, BE IT RESOLVED, that the Union County Board of Commissioners supports the attached proposal and so orders that this Resolution and attached proposal be sent to Senator Kay Hagan, Senator Richard Burr, Congressman Walter B. Jones and Congressman G. K. Butterfield and this matter be placed into action to ensure expedient passage.

Adopted this 15th day of June, 2009.

ATTEST:

Lynn G. West, Clerk to the Board

Lanny Openshaw, Chairman

PROPOSAL

Committee: _____

Principal Author: _____

Bill No: _____

Delegation: _____

Title: Alternative Methods of Recognition for Veteran Status to Merchant Marine Seamen of WW II

Be It Enacted by the **one hundred & eleventh Congress of the United States**

1. **Preamble:** Be it enacted by the Senate and House of Representatives of the United States of
2. America in congress assembled; Public Law 95-202 & 105-368 provided veteran status for members
3. of the U.S Merchant Marine who served during WW II between 07 Dec, 1941 and 31 Dec, 1946 and
4. who were able to prove their service. Various actions by governmental personnel have destroyed or
5. caused these documents to be unavailable. These actions prohibit merchant marine veterans of
6. WW II from receiving the recognition and benefits of veteran's status provided by these laws.
7. Alternative methods to prove service are required, as just compensation, for records lost by
8. government actions.

9. **SECTION 1:** Records held by the Social Security Administration that denote dates, wages earned and
10. companies employed shall be utilized when USCG forms 718 (any date) or other official data such
11. as ship's logbook, etc, are not available.

12. **SECTION 2:** Validated testimony from the veteran or primary next of kin as to employment shall be
13. allowed to determine eligibility; and

14. **SECTION 3:** Other official documentation offered by the veteran, shall constitute replacement of
15. records that were destroyed or from other actions causing the required records to be unavailable
16. that were committed by those responsible for the control and maintenance of veteran records.

17. **SECTION 4:** For the timeframe between 07 December, 1941 and 31 December, 1946, masters of
18. seagoing vessels shall be recognized as agents of the United States authorized to document
19. crew members as it applies to the shipping and discharge of seaman for purposes of employment.

20. **SECTION 5:** These replacements records shall satisfy all requirements for eligibility of service during
21. the required timeframe 07 December, 1941 and 31 December, 1946.

22. **SECTION 6:** This bill will go into effect 91 days after passage.

A RESOLUTION OF THE PASQUOTANK COUNTY BOARD OF COMMISSIONERS
SUPPORTING AN ALTERNATIVE METHOD OF RECOGNITION FOR VETERANS
STATUS TO MERCHANT MARINE SEAMEN OF WW II

WHEREAS, Public laws 95-202 and 105-368 bestowed veteran status on US Merchant Marine Seamen of WWII.

WHEREAS, two specific U.S. government actions by US government have caused some 10,000 merchant seamen to have been denied their due recognition:

- (1) The USCG relieved Masters of tugs, towboats and seagoing barges of the responsibility submitting reports of seamen shipped and discharged and
- {2} The National Maritime Administration ordered ships' logbooks to be destroyed because they were too costly to maintain and had removed the two main criteria required by the government to issue official recognition to those seamen, and

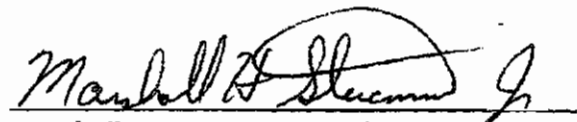
WHEREAS, the average age of the remaining seamen is above 86 and the population of the US veteran is shrinking at an average of 850 per year causing time to be of the essence, and

WHEREAS, No costs are associated with this proposal as funds are already included in above public laws.

WHEREAS, the Pasquotank County Board of Commissioners therefore requests that immediate action be taken to correct this inconceivable action.

NOW, THEREFORE, BE IT RESOLVED, That the Pasquotank County Board of Commissioners supports the attached proposal and so orders that this Resolution and attached proposal be sent to Senator Kay Hagan, Senator Richard Burr, Congressman Walter B. Jones and Congressman G. K. Butterfield and this matter be placed into action to ensure expedient passage.

Adopted this 6th-day of April, 2009


Marshall H. Stevenson, Jr., Chairman
Pasquotank County Board of Commissioners

Attest:


Clerk to the Board

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 4/12
(Central Admin. use only)

SUBJECT: Personnel Resolution: Amendment to Article VII, Section 5

DEPARTMENT: Personnel

PUBLIC HEARING: No

ATTACHMENT(S):
Current UCPR Article VII, Section 5

INFORMATION CONTACT:
Mark Watson

Recommended Revision to UCPR
Article VII, Section 5

TELEPHONE NUMBERS:
704-283-3869

DEPARTMENT'S RECOMMENDED ACTION: Adopt recommended revision to Union County Personnel Resolution Article VII, Section 5: Reduction in Force.

BACKGROUND: UCPR Article VII was amended to include Section 5: Reductions in Force, on January 20, 2009.

The addition of Section 5 provided guidance and framework for the consistent administration of a Reduction in Force process.

Section 5 currently provides a "sunset provision" limiting the timeframe during which employees affected by reductions in force would be eligible for a severance payment.

Current Section 5 language reads: "SEVERANCE COMPENSATION FOR EMPLOYEES SEPARATED DUE TO REDUCTION IN FORCE AFTER JANUARY 20, 2009, BUT BEFORE JANUARY 1, 2009".

The possibility of additional "reductions in force" are presently being deliberated as part of the 2009-2010 budget process.

The recommended revision to Section 5 extends the timeframe of the "sunset provision" until January 1, 2010.

FINANCIAL IMPACT: None with adoption of the recommended revision.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

CURRENT

ARTICLE VII. SEPARATION

Revised 01.20.09

SECTION 5

Reduction in Force

For reasons of budgetary constraints, organizational needs, or decreased work load, the County Manager has the authority to separate employees and to eliminate position classifications within a department on the basis of reduction in force. The County Manager will base retention of employees in classes affected on (i) the type of appointment, (ii) the relative efficiency, skills, knowledge, productivity, and value to the department, and (iii) the length of service. The relative weight to be accorded each of these considerations will be determined by the County Manager.

In implementing a reduction in force, the County Manager will endeavor to provide employees with such notice of separation as may be reasonable under the circumstances, provided that the County Manager may give notice of immediate separation in the event severance compensation is made available to such employees. Union County is under no obligation to provide severance compensation to employees separated by a reduction in force, but if provided, such severance shall be in accordance with, and pursuant to, an Addendum to this Resolution. If an employee separated pursuant to a reduction in force is rehired by the County within twelve (12) months of the separation date, it will be deemed that no break in service occurred for purposes of the continuity of service requirements in Article XI, Section 5 of this Resolution; provided, however, that only time actually worked shall count toward the required number of years of creditable service. The scope of any grievance filed pursuant to Article IX, Section 3 of this Resolution for separation due to a reduction in force shall be limited to whether the County Manager or his designee followed the requirements of this Section. To the extent that the provisions of this Section conflict with the State Personnel Act, such provisions shall be deemed inapplicable to employees of Union County subject to the Act. Department Directors and/or County Officers who are solely responsible for the discharge of their employees are encouraged to follow the provisions of this Section when implementing a reduction in force.

SEVERANCE COMPENSATION FOR EMPLOYEES SEPARATED DUE TO REDUCTION IN FORCE AFTER JANUARY 20, 2009, BUT BEFORE JULY 1, 2009

An employee who meets the following criteria shall be eligible for a severance payment in accordance with the terms of this Addendum to the Union County Personnel Resolution:

- (1) The employee is involuntarily separated from employment with the County after January 20, 2009, but before July 1, 2009, due to a reduction in force; and
- (2) The employee is (i) a full-time, permanent employee or (ii) a regular part-time employee; and
- (3) The employee is not on probationary status pursuant to Article IV, Section 10 of the Union County Personnel Resolution. (Employees subject to the State Personnel Act who have not reached career status pursuant to N.C.G.S. § 126-1.1 shall be eligible for a severance payment in accordance with the terms of this Addendum provided that they are not on probationary status pursuant to Article IV, Section 10 of the Union County Personnel Resolution and that they otherwise satisfy the eligibility criteria of this Addendum.)

The amount of severance to be provided under this Addendum shall be calculated as set forth on the following page. The County will deduct from such severance payments all applicable withholding taxes and any other mandatory deductions.

CURRENT

<u>Hours Worked Annually</u>	<u>% of Standard</u>	<u>Years of Service Based on Most recent Date of Hire</u>	<u>Severance Hours to be Paid</u>	<u>Severance Health Insurance Stipend</u>	
2080	Standard	Less than 2 years	96	\$500.00	
2080	Standard	2 but less than 5 years	112	\$1,000.00	
2080	Standard	5 but less than 10 years	136	\$1,500.00	
2080	Standard	10 but less than 15 years	160	\$2,000.00	
2080	Standard	15 but less than 20 years	184	\$2,500.00	
2080	Standard	20 years or more	208	\$3,000.00	
2184	105%	Less than 2 years	101	\$500.00	
2184	105%	2 but less than 5 years	118	\$1,000.00	
2184	105%	5 but less than 10 years	143	\$1,500.00	
2184	105%	10 but less than 15 years	168	\$2,000.00	
2184	105%	15 but less than 20 years	193	\$2,500.00	
2184	105%	20 years or more	219	\$3,000.00	
1768	85%	Less than 2 years	82	0	
1768	85%	2 but less than 5 years	95	0	
1768	85%	5 but less than 10 years	116	0	
1768	85%	10 but less than 15 years	136	0	
1768	85%	15 but less than 20 years	156	0	
1768	85%	20 years or more	177	0	
1560	75%	Less than 2 years	72	0	
1560	75%	2 but less than 5 years	84	0	
1560	75%	5 but less than 10 years	102	0	
1560	75%	10 but less than 15 years	120	0	
1560	75%	15 but less than 20 years	138	0	
1560	75%	20 years or more	156	0	
1325	65%	Less than 2 years	62	0	
1325	65%	2 but less than 5 years	73	0	
1325	65%	5 but less than 10 years	88	0	
1325	65%	10 but less than 15 years	104	0	
1325	65%	15 but less than 20 years	120	0	
1325	65%	20 years or more	136	0	
1144	55%	Less than 2 years	53	0	
1144	55%	2 but less than 5 years	60	0	
1144	55%	5 but less than 10 years	75	0	
1144	55%	10 but less than 15 years	88	0	
1144	55%	15 but less than 20 years	101	0	
1144	55%	20 years or more	114	0	

RECOMMENDED REVISION

ARTICLE VII. SEPARATION

Revised 01.20.09

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RECOMMENDED REVISION

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