



AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, November 16, 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

Closed Session - 6:15 p.m.

1. **Opening of Meeting**
 - a. **Invocation**
 - b. **Pledge of Allegiance**
 - c. ***Featured Community Benefit Organization: Union County Community Shelter*** (*Estimated Time: 5 Minutes)
 - d. **Presentation of Patriot Awards to Outstanding JROTC Members from Area High Schools** (*Estimated Time: 10 Minutes)
 - e. **Employee Service Award Recognitions** (10 Minutes)
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. **Union County Partnership for Progress - Status Report on IMO Pump Proposed Economic Development Incentive (Public Hearing Held on September 21, 2009)** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Receive report
7. **Health Department**
 - a. **Update on H1N1 Flu Virus by County Health Director** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: None

8. **Consideration of Proposed Text Amendments to Sections 400, 401, and 402 of Article XXIV Flood Damage Prevention of the Union County Land Use Ordinance (Public Hearing Held on November 2, 2009) (*Estimated Time: 10 Minutes)**
ACTION REQUESTED: Adoption of proposed text amendment and the applicable consistency statement
9. **County Attorney Policies and Amendments to Agreements with County Attorney and H. Ligon Bundy, Attorney at Law (*Estimated Time: 15 Minutes)**
ACTION REQUESTED: Consider adoption of County Attorney Policies and amendment to current agreement with the County Attorney and new agreement with H. Ligon Bundy, Attorney at Law
10. **Change Order - Motorola Contract for the New 800 MHz Radio System (*Estimated Time: 10 Minutes)**
ACTION REQUESTED: Authorize Manager to approve Change Order to the Motorola 800 MHz contract in the amount of \$195,342 for purchase of communication console

New Business:

11. **Rocky River Rural Planning Organization - Presentation of Draft Comprehensive Transportation Plan (*Estimated Time: 15 Minutes)**
ACTION REQUESTED: Receive presentation
12. **Public Works: Task Order #28 with Hazen and Sawyer to Evaluate Expansion Options for the Twelve-Mile Creek Wastewater Treatment Plant (*Estimated Time: 10 Minutes)**
ACTION REQUESTED: Authorize County Manager to approve Hazen and Sawyer Task Order No. 28 contingent upon Legal review.
13. **Resolution to Adopt Legislative Positions for the 2010 Short Session of the NC General Assembly (*Estimated Time: 10 Minutes)**
ACTION REQUESTED: Provide direction to staff
14. **Announcement of Vacancies on Boards and Committees (*Estimated Time: 5 Minutes)**
 - a. Adult Care Home Advisory Committee (4 Vacancies)
 - b. Nursing Home Advisory Committee (4 Vacancies)
 - c. Region F Aging Advisory Committee (1 Vacancy)
 - d. Juvenile Crime Prevention Council:
 1. County Commissioner Appointees (3)
 2. Substance Abuse Professional
 - e. Union County Industrial Facilities and Pollution Control Authority (2 Vacancies for Unexpired Terms Ending May 2014)
 - f. Parks and Recreation Advisory Committee (1 Vacancy for Unexpired Term Ending in February 2011 Due to Resignation)
 - g. Union County Home and Community Care Block Grant Advisory Committee**ACTION REQUESTED:** Announce vacancies

15. **Appointments to Boards and Committees** (*Estimated Time: 5 Minutes)
- a. Planning Board (1Vacancy for Alternate Member for unexpired term ending April 20, 2011)
 - b. Juvenile Crime Prevention Council:
 - 1. Director DSS or Designee
 - 2. County Manager or Designee
 - 3. Member of Faith Community
 - 4. Chief District Court Judge or Designee
 - 5. Local Health Director or Designee
 - 6. Parks and Recreation Representative
 - 7. School Superintendent or Designee
 - 8. Chief Court Counselor or Designee
 - c. Criminal Justice Partnership Program
 - 1. Sheriff or Designee
 - 2. Mental Health Service Representative
16. **Manager's Comments**
17. **Commissioners' Comments**

**CONSENT AGENDA
November 16, 2009**

1. **Contracts/Purchase Orders Over \$20,000 and Associated Budget Ordinance Amendments**
 - a. Social Services: Agreement with Turning Point
 - b. Social Services: Amendment to Agreement with Union Smart Start and Budget Ordinance Amendment #23

ACTION REQUESTED: Authorize Manager to approve Items a-b, above, pending legal review, and approve Budget Ordinance Amendment #23 associated with Item b

2. **Minutes**

ACTION REQUESTED: Approve

3. **Health Department**
 - a. Budget Ordinance Amendment #20 to Appropriate Additional Funding in the WIC (Women, Infants, and Children) Program Funding in the Amount of \$79,040 (No Additional County Funding Requested)
ACTION REQUESTED: Adopt Budget Ordinance Amendment #20
 - a. Budget Ordinance Amendment #21 to Appropriate Additional H1N1 Emergency Response Funding
ACTION REQUESTED: Adopt Budget Ordinance Amendment #21
 - b. Budget Ordinance Amendment #22 to Appropriate American Recovery and Reinvestment Act (ARRA) Funding for Immunization
ACTION REQUESTED: Adopt Budget Ordinance Amendment #22

4. **Tax Administrator**
 - a. Fifth Motor Vehicle Billing in the Grand Total Amount of \$1,216,579.18
ACTION REQUESTED: Approve
 - b. Fourth Motor Vehicle Release Register for the Period of October 1, 2009 - October 31, 2009, in the Net Grand Total of \$8,775.93-
ACTION REQUESTED: Approve
 - c. Fourth Motor Vehicle Refund Register for the Period of October 1, 2009 - October 31, 2009, in the Net Grand Total of \$1,635.01-
ACTION REQUESTED: Approve
 - d. Untimely Applications for Disabled Veteran Exclusion and Elderly Exclusion
ACTION REQUESTED: Approval to process the untimely applications for the following Disabled Veteran Exclusions: Timothy D. Little, Curtis Wayne Starnes, George C. Meidling, Michael F. Ferrara, Clewon J. Powell, and approval to process the untimely application for the following Elderly Exclusion: Delores S. Richardson
 - e. Releases for October 2009 in the Grand Total of \$102,187.83
ACTION REQUESTED: Approve
 - f. Refunds for October 2009 in the Grand Total of \$12,320.71
ACTION REQUESTED: Approve

5. **Motor Vehicle Refund Overpayments for October 2009 in the Amount of \$2,748.02**
ACTION REQUESTED: Approve

6. **Request by Agricultural Advisory Board for Replacement Appointment of Department Head for Soil and Water Conservation Office as Ex Officio Member in Accordance with the Union County Voluntary Agricultural District and Enhanced Voluntary Agricultural District Ordinance**
ACTION REQUESTED: Appoint Wayne Moser, Department Head, to Serve as Ex Officio Member from Soil and Water Conservation Office on Agricultural Advisory Board in Accordance with Updated Ordinance

**INFORMATION ONLY
NO ACTION REQUIRED**

1. Department of Inspections' Monthly Report for October 2009

2. Personnel Department's Monthly Report for October 2009



OFFICE OF THE COMMISSIONERS AND MANAGER

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a special meeting on Monday, November 16, 2009, at 6:15 p.m. in the Conference Room, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, for the purpose of going into closed session to: 1) consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3); 2) consider and give instructions concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure in accordance with G.S. 143-318.11(a)(3), and 3) prevent the disclosure of information that is privileged or confidential pursuant to G.S. 153A-98 and G.S. 143-318.10(e), in accordance with G.S. 143-318.11(a)(1).

Lanny Openshaw

Lanny Openshaw, Chairman
Union County Board of Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 16 November 2009

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

SUBJECT: Presentation for the Union County Community Shelter

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

ATTACHMENT(S):
Background on the Shelter
Homeless Awareness Month Flyer

INFORMATION CONTACT:
Matthew Delk, Assistant Manager

TELEPHONE NUMBERS:
704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Receive presentation from Mr. Tim Gray, Director of the Union County Community Shelter about the Shelter and the Homeless Memorial Service to be held November 19.

BACKGROUND: The Union County Community Shelter will be sponsoring a Homeless Memorial Service Thursday evening, November 19, at 6:30 on the Lawn of the old County Courthouse. You are invited to attend. The service is in memory of our homeless persons who passed away over the last two years.

The UCCS has been in operation in Monroe since 1985, and operates 4 programs for the benefit of over 500 homeless persons in Union County at any given time. First, the UCCS operates a transition shelter for up to 22 homeless clients at a time. The clients participate in a case management program, and are moved into self-sustainable situations. Second, the UCCS operates a Family Shelter program for up to 5 families at a time where the families are housed in area hotels, participate in a case management program, and are moved back into a self-sustainable situation. Third, an Emergency Shelter is opened during unfavorable weather conditions to accommodate overflow clients on an emergency basis. Last, UCCS operates a feeding program in conjunction with other community agencies.

UCCS uses over 1,800 volunteers annually, and needs financial support from public donations. UCCS also needs donations of cleaning products, clothing, blankets, toiletry items, and non-perishable food items.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

November is Homeless Awareness Month

Events/Activities

Homeless Memorial Service

- What:** Memorial Service for our homeless neighbors that have passed over the last two years
- When:** November 19, 2009 from 6:30 to 7:30 p.m.
- Where:** Lawn of the Old Union County Courthouse
- Who:** All citizens of Union County are encouraged to attend
[Attendees are encouraged to bring a blanket to be distributed to our homeless neighbors]

Learn about Homelessness

- What:** A Speakers Bureau of citizens who are knowledgeable about the issue of homelessness in our community has been established to provide education to groups who wish to know more about this important issue
- When:** Speakers are available at any time but we are emphasizing educational presentations during the month of November
- Where:** Speakers are available to make presentations anywhere in Union County
- Who:** You may reserve a speaker by calling 704-289-5300 and asking for Tim Gray or Derrick Burnell

Sponsored by Union County Community Shelter, Turning Point, Union County Crisis Assistance Ministry, Friendship Home and Operation Reachout

Background on the Union County Community Shelter

- The Union County Community Shelter commenced operations in 1985 as a program of Crisis Assistance Ministry.
- Initially, the Shelter was an emergency shelter that provided services during inclement weather.
- Over time, as the need for shelter increased in the community, the Shelter began providing services year round.
- The Shelter currently has four primary programs. They are:
 1. Transitional Shelter This program houses up to 22 men and women for up to six months. Clients are provided with sleeping quarters, hygiene products, meals, clothes, transportation, prescription assistance, laundry facilities, assistance with health care and prescriptions, and assistance with obtaining identification. Case management plans are developed and monitored for all clients. Clients are expected to look for and secure employment if physically able. The Shelter maintains a zero tolerance policy for this and the Family Shelter program and drug testing is conducted on entry and randomly thereafter. Persons completing this program have an 85% success rate with less than 12% returning to homelessness in the two years following their exit from the program. This facility is located at 311 East Jefferson Street. The program currently turns away an average of 8 persons per week.
 2. Family Shelter This program was initiated three years ago in response to a growing need for shelter for families. This is a limited program in terms of length of stay so services are restricted to families with the potential for rapid movement back into the workforce and independent housing. Up to five families at a time are housed in area motels with case management services and meals being provided at the Shelter. Participating families can access all services available to residents such as hygiene products, laundry facilities, assistance with securing identification, etcetera. The program currently turns away an average of two families per week.
 3. Emergency Shelter This program operates any time the temperature is freezing or below or if there is precipitation and it is forty degrees or below. The Shelter can house up to 48 men, women and children on an emergency basis. Participants are given a sleeping mat and blankets. They receive dinner and breakfast. They may also take a shower, get clothes & blankets, and hygiene products. We can currently meet demand for this service.
 4. Feeding Program The Shelter provides breakfast and dinner to any homeless or indigent person. Last year we provided 46,000 meals, up from 26,000 three years ago. We also supply food to fifteen community cupboards, another daily feeding program, and families (boxed food for one week) based on referral. The Shelter serves as a major distribution site for large donations of food from area companies and grocery stores, distributing food to seven other community agencies on a weekly basis.
- The Shelter utilizes over 1,800 volunteers annually.
- Needs include: financial support, perishable and non-perishable food, coats, blankets, hygiene products, cleaning supplies, paper products and, of course, volunteers.
- Note: 80% of homeless persons in Union County (over 500 on any given night) were born and raised here. Another 10% are from adjacent counties.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11/16/09

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

SUBJECT: Employee Recognition

DEPARTMENT: Personnel

PUBLIC HEARING: Choose one....

ATTACHMENT(S):
Service Award Recipients for the
month of November 2009.

INFORMATION CONTACT:
Julie Broome

TELEPHONE NUMBERS:
704-283-3803

DEPARTMENT'S RECOMMENDED ACTION:

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

BACKGROUND:

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

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

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Union County Service Award Recipients for the month of November 2009

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

5 YEARS OF SERVICE

SUSAN FURR
KARA KEITH
MICHAEL COATS
CANDACE HAYES
ANTONIO ALMEIDA
RICKY MULLIS
WESLEY TYSON
SABRINA HARRISON
ROBIN VANDERBURG

DEPARTMENT

COMMUNICATIONS
HEALTH
PUBLIC WORKS
PUBLIC WORKS
SHERIFF'S OFFICE
SHERIFF'S OFFICE
SHERIFF'S OFFICE
SOCIAL SERVICES
SOCIAL SERVICES

10 YEARS OF SERVICE

TRUDY HELMS

DEPARTMENT

LEGAL

15 YEARS OF SERVICE

MARK TYE
GREGORY THOMAS
WANDA MCKNIGHT

DEPARTMENT

PUBLIC WORKS
SHERIFF'S OFFICE
SOCIAL SERVICES

20 YEARS OF SERVICE

JEFF CROOK
WAYNE MOSER
JANE THREATT

DEPARTMENT

LEGAL
SOIL CONSERVATION
SHERIFF'S OFFICE

25 YEARS OF SERVICE

JONATHAN KAY
MARLENE EDDINS

DEPARTMENT

SHERIFF'S OFFICE
SOCIAL SERVICES

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 16, 2009

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

SUBJECT: Proposed amendment to Sections 400, 401, and 402 of Article XXIV
Flood Damage Prevention of the Union County Land Use Ordinance

DEPARTMENT: Planning

PUBLIC HEARING: No

ATTACHMENT(S):
Existing Sections 400, 401, and 402 of
Article XXIV of the Union County Land
Use Ordinance

INFORMATION CONTACT:
Richard Black
Lee Jenson

Proposed Sections 400, 401, and 402
of Article XXIV of the Union County
Land Use Ordinance

TELEPHONE NUMBERS:
Richard Black - 704-292-2580
Lee Jenson - 704-283-3605

October 19, 2009 Flood Damage
Prevention Amendment Memorandum
To County Manager

Statement of Compliance

DEPARTMENT'S RECOMMENDED ACTION: To consider text amendments to Sections 400, 401, and 402 of Article XXIV Flood Damage Prevention of the Union County Land Use Ordinance

BACKGROUND: On Tuesday, October 6, 2009, the Union County Planning Board voted unanimously to recommend that the Union County Board of Commissioners amend the text of the Union County Land Use Ordinance to prohibit most development within areas designated as Special Flood Hazard Areas (SFHAs). SFHAs are more commonly referred to as "floodplains". The proposed amendment would prohibit any new residential or commercial development and/or any new fill material to be added to the SFHA. A public hearing was held by the Board of Commissioners on November 2, 2009. At the hearing, there were no comments from the public concerning the proposed amendment. Please see the above attachments for additional information.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Sec. 400 STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Sec. 386, where no Base Flood Elevation (BFE) data have been provided by FEMA, the following provisions, in addition to the provisions of Sec. 398(a) shall apply

- (a) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) ~~it is demonstrated that the proposed encroachment would~~the development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, golf courses or open space and the development does not require fill or construction of new buildings; and provided further that any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.
- (b) If Sec. 400(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (c) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - (1) When Base Flood Elevation (BFE) data are available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Sec. 398(a) and (b).

- (2) When floodway or non-encroachment data are available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Sec. 398(e) and Sec. 402.
- (3) All subdivision, manufactured home park and other development proposals shall provide Base Flood Elevation (BFE) data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with the provisions of Sec. 386 and utilized in implementing this ordinance.
- (4) When Base Flood Elevation (BFE) data are not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Sec. 384. All other applicable provisions of Sec. 398(b) shall also apply.

Sec. 401 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where Base Flood Elevation (BFE) data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (a) Standards of Sec. 398(a) and (b); and
- (b) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) it is demonstrated that the proposed encroachment would~~The development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, or open space and the development does not require fill or construction of new buildings. Any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will~~ not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the

proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.

- (c) If Sec. 401(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

Sec. 402 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS AND WITH FLOODWAYS AND/OR NON-ENCROACHMENT AREAS.

Areas designated as floodplains with base flood elevations and with floodways or non-encroachment areas are ~~located within the~~ Special Flood Hazard Areas established in Sec. 386. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to the standards outlined in Sec. 398(a) and (b), shall apply to all development within such areas:

- (a) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) ~~it is demonstrated that the proposed encroachment would~~The development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, or open space and the development does not require fill or construction of new buildings. Any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.

- (b) If Sec. 402(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (c) No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:
 - (1) the anchoring and the elevation standards of Sec. 398(b)(3); and
 - (2) the no encroachment standard of Sec. 402(a).

Statements of Consistency for Proposed Text Amendments

**TO APPROVE AMENDMENTS TO SECTIONS 400(a)(1), 401(b)(1), and 402(a)(1)
OF ARTICLE XXIV, FLOOD DAMAGE PREVENTION, OF THE UNION
COUNTY LAND USE ORDINANCE.**

Whereas, pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that adoption of the proposed text amendments is consistent with the adopted Union County Land Use Plan, and that adoption of the proposed text amendments is reasonable and in the public interest because the cumulative effect of obstructions in Special Flood Hazard Areas is an increase in flood heights, velocities, and losses, and the amendments will result in the reduction of this cumulative effect. In addition, flood losses are increased by the occupancy in flood prone areas of uses vulnerable to floods. Given this concern, the agricultural and recreational uses allowed by these amendments are appropriate uses of Special Flood Hazard Areas.

Statements of Consistency for Proposed Text Amendments

**TO DENY AMENDMENTS TO SECTIONS 400(a)(1), 401(b)(1), and 402(a)(1) OF
ARTICLE XXIV, FLOOD DAMAGE PREVENTION, OF THE UNION COUNTY
LAND USE ORDINANCE.**

Whereas, pursuant to N.C.G.S. §153A-341, the Board of County Commissioners does hereby find and determine that the proposed text amendments are consistent with the Union County Land Use Plan, but that denial of the proposed text amendments is reasonable, in the public interest, and consistent with the Union County Land Use Plan because the unmodified ordinance requires an applicant to demonstrate that their proposed encroachment into a Special Flood Hazard Area, if not an essential service, would not result in any increase in flood levels during the occurrence of the base flood.



Planned Progress

UNION COUNTY PLANNING

P O Box 1398, Monroe, NC 28111-1398
(407 North Main Street, Suite 149, Old Post Office Bldg., Monroe, NC 28112)
Phone: (704) 283-3565 Fax: (704) 292-2582

MEMORANDUM

To: Al Greene, County Manager

From: Dick Black, Planning Director
Lee Jenson, Land Use Administrator

Date: October 19, 2009

Re: Flood Damage Prevention Amendment

On Tuesday, October 6, 2009, the Union County Planning Board (the "Planning Board") voted unanimously to recommend that the Union County Board of Commissioners (the "Board") amend the text of the Union County Land Use Ordinance to prohibit most development within areas designated as Special Flood Hazard Areas (SFHAs). Special Flood Hazard Areas are locations recognized by FEMA, the State of North Carolina, and Union County that present a potential flooding hazard during large storm events. Special Flood Hazard Areas are more commonly referred to as "floodplains." The proposed amendment would prohibit any new residential or commercial development and/or any new fill material to be added to the SFHA.

Currently, the Land Use Ordinance allows development as long as the applicant can demonstrate that the proposed development will not increase base flood elevations (BFE). Base Flood Elevations are the elevations at which flood waters should reach during a 100-year flood event. The current ordinance also allows "essential services" with a Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR). Essential services are defined as street, road, highway, and railroad crossings, overhead and underground utility crossings where crossings are made perpendicular to the stream, municipal and county owned sanitary sewers, stormwater facilities, and stream restoration activities. The CLOMR and LOMR processes are in place to allow increases to BFEs. These processes exist to officially notify the affected communities and affected residents. The processes also officially, if approved, amend the Flood Insurance Rate Maps. These "essential services" are thus allowed with increases. SFHAs are regulated as overlay zoning districts in the Land Use Ordinance. Overlay zoning districts typically apply more stringent regulations to unique areas such as floodplains, watersheds, etc. Overlay districts typically do not regulate uses, as that is normally a function of the underlying zoning district, although there is no prohibition of this. So basically, our

current ordinance allows development in SFHAs, pursuant to the underlying zoning district, with the added stipulation that any development must not impact BFEs with the exception of essential services.

This amendment was initiated during the Planning Boards June 2, 2009, meeting. The Planning Board expressed concerns regarding potential development taking place inside the SFHAs even if the applicant could produce a study that demonstrates that the proposed development will not have any effect on BFEs. The Planning Board's concerns revolved around three main points as shown below.

1. Increased development will increase stormwater runoff, which in turn will increase flows in streams during storm events. The idea here is that the cumulative impacts of increased development, even if all of that development is able to show a "no impact" to BFEs, will eventually, through increased runoff, cause BFEs to increase.
2. If development is allowed in SFHAs, and the above scenario happens, the County may need to "buy out" properties that are in the SFHA.
3. Is commercial and residential development the proper use of SFHAs?

Based on these concerns, the Planning Board directed staff to prepare a text amendment to the Union County Land Use Ordinance that would prohibit commercial and residential development and that would prohibit the addition of fill material to SFHAs. The Planning Board further spelled out a number of uses that would be a proper use of SFHAs. These uses are generally parks, golf courses, lawns, gardens, trails, and open space. The Planning Board expressed that they did not want to amend the ordinance regarding "essential services."

With this information, planning staff researched the issue and prepared a draft amendment that was sent to the State Floodplain Mapping Office for review and recommendation. After making a few minor modifications, officials with the State Floodplain Mapping Office were comfortable with the amendment. The draft was then sent to County legal staff for review and comment. Legal staff made a few minor changes and warned that "at some point the ordinance could become so restrictive that its application may constitute a taking." These modifications were incorporated into the draft and that document is attached as "Exhibit A Proposed Text." We have also attached a document "Exhibit B Existing Text" which contains the current language in the Land Use Ordinance.

Planning staff have no objection to this amendment. We feel that recreational uses are an appropriate use of SFHAs. In fact this idea is prevalent throughout the region and country.

Exhibit A Proposed Text

Sec. 400 STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Sec. 386, where no Base Flood Elevation (BFE) data have been provided by FEMA, the following provisions, in addition to the provisions of Sec. 398(a) shall apply:

- (a) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) the development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, golf courses or open space and the development does not require fill or construction of new buildings; and provided further that any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.
- (b) If Sec. 400(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (c) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - (1) When Base Flood Elevation (BFE) data are available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Sec. 398(a) and (b).
 - (2) When floodway or non-encroachment data are available from a Federal, State, or other source, all new construction and substantial

Exhibit A Proposed Text

improvements within floodway and non-encroachment areas shall also comply with the requirements of Sec. 398(b) and Sec. 402.

- (3) All subdivision, manufactured home park and other development proposals shall provide Base Flood Elevation (BFE) data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with the provisions of Sec. 386 and utilized in implementing this ordinance.
- (4) When Base Flood Elevation (BFE) data are not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Sec. 384. All other applicable provisions of Sec. 398(b) shall also apply.

Sec. 401 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where Base Flood Elevation (BFE) data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (a) Standards of Sec. 398(a) and (b); and
- (b) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) The development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, golf courses or open space and the development does not require fill or construction of new buildings. Any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for

Exhibit A Proposed Text

conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.

- (c) If Sec. 401(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

Sec. 402 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS AND WITH FLOODWAYS OR NON-ENCROACHMENT AREAS.

Areas designated as floodplains with base flood elevations and with floodways or non-encroachment areas are Special Flood Hazard Areas established in Sec. 386. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to the standards outlined in Sec. 398(a) and (b), shall apply to all development within such areas:

- (a) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
- (1) The development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, golf courses or open space and the development does not require fill or construction of new buildings. Any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.
- (b) If Sec. 402(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

Exhibit A Proposed Text

- (c) No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:
 - (1) the anchoring and the elevation standards of Sec. 398(b)(3); and
 - (2) the no encroachment standard of Sec. 402(a).

Exhibit B Existing Language

Sec. 400 STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Sec. 386, where no Base Flood Elevation (BFE) data have been provided by FEMA, the following provisions, in addition to the provisions of Sec. 398(a) shall apply:

- (a) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) it is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.
- (b) If Sec. 400(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (c) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - (1) When Base Flood Elevation (BFE) data are available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Sec. 398(a) and (b).
 - (2) When floodway or non-encroachment data are available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Sec. 398(b) and Sec. 402.
 - (3) All subdivision, manufactured home park and other development proposals shall provide Base Flood Elevation (BFE) data if

Exhibit B Existing Language

development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with the provisions of Sec. 386 and utilized in implementing this ordinance.

- (4) When Base Flood Elevation (BFE) data are not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Sec. 384. All other applicable provisions of Sec. 398(b) shall also apply.

Sec. 401 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where Base Flood Elevation (BFE) data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (a) Standards of Sec. 398(a) and (b); and
- (b) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) it is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.
- (c) If Sec. 401(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

Exhibit B Existing Language

Sec. 402 FLOODWAYS AND NON-ENCROACHMENT AREAS.

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Sec. 386. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to the standards outlined in Sec. 398(a) and (b), shall apply to all development within such areas:

- (a) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) it is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.
- (b) If Sec. 402(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (c) No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:
 - (1) the anchoring and the elevation standards of Sec. 398(b)(3); and
 - (2) the no encroachment standard of Sec. 402(a).

UNION COUNTY BOARD OF COMMISSIONERS
POLICY FOR USE OF SERVICES
FOR UNION COUNTY ATTORNEY

The Union County Attorney is appointed by the Board of Commissioners under the provisions of N.C. Gen. Stat. § 153A-114. The purpose of this policy is to set forth the circumstances under which the services of the County Attorney shall be utilized by the elected officials and staff of Union County. It is the intent of this policy to set forth the specific criteria so that the County Attorney will not receive conflicting requests for service from different departments or members of County government.

1. General Duties of County Attorney. The County Attorney shall be responsible for handling all matters properly assigned to him pursuant to this policy and those services covered by retainer. In addition, it is recognized that the County Attorney handles certain matters on a routine and ongoing basis. These matters include tax foreclosures on behalf of the Tax Collector, opinion of counsel letters relative to financial transactions, handling property valuation appeals for the Board of Equalization and Review and Tax Administrator, and handling all litigation and real estate matters (the "Routine Matters"). There shall be no requirement of specific authorization required for the County Attorney to handle the Routine Matters.

2. Services Covered by Retainer

The retainer charged by the County Attorney pursuant to his agreement for services shall cover the following expenses:

- (a) Brief consultations on matters of County business, including telephone and e-mail correspondence, with individual commissioners, department heads, and supervisors of Union County, provided that such consultations do not result in any

additional billing being generated to Union County except as authorized pursuant to Section 3;

- (b) Time spent in seminars and travel time to seminars related to duties as County Attorney;
- (c) Registration fees, travel expenses, and meals and lodging for seminars related to duties as County Attorney (excluding travel, registration fees, meals and lodging for out of town functions with the Commission);
- (d) Time spent keeping abreast of general developments in governmental law; and
- (e) Publications purchased by the County Attorney incident to representation of the County.
- (f) \$1,500.00 of the retainer will be budgeted to reimburse the County Attorney for seminar registration fees, travel, and room and board (where applicable) for County law related seminars attended by the County Attorney during the fiscal year.

3. Additional Authorized Services

The County Attorney shall undertake to perform work which would result in a billing to Union County (not including work which is covered by the retainer of the County Attorney) when authorized to do so as follows:

- (a) Upon the request or direction of the Board of County Commissioners;
- (b) Upon the request or direction of the County Manager;
- (c) Upon the request or direction of an Assistant County Manager;
- (d) Upon the request or direction of the Clerk to the Board of County Commissioners;
- (e) Upon the request or direction of a County Staff Attorney; or

(f) When performing one of the Routine Matters.

The authorization to the County Attorney may be oral or written.

4. Scope of Work to be Performed by the County Attorney. Once a matter is referred to the County Attorney, the County Attorney shall devote such time and effort to the matter as he deems reasonably necessary for the matter to be handled in a competent and professional manner. When corresponding in writing with an individual commissioner, the County Attorney shall endeavor to copy such correspondence concurrently to all other commissioners. In the event that the County desires to restrict the scope of the work to be performed by the County Attorney, it shall specifically so direct the County Attorney, in writing. In the event the County Attorney believes that the restrictions imposed upon the scope of his work on a specific matter will not allow him to handle the matter in a competent and professional manner, then he shall so advise the County Manager, in writing. Upon receipt of such a notice, the County Manager shall place the matter on the agenda of the Board of Commissioners for review at their next regularly scheduled meeting.

AMENDMENT TO AGREEMENT BETWEEN UNION COUNTY ~~COMMISSIONERS~~

HAMILTON MOON STEPHENS STEELE & MARTIN, PLLC

This amendment is made effective as of _____, 2009, by and between the Union County Board of Commissioners and Keith Merritt of Hamilton Moon Stephens Steele & Martin, PLLC, as follows:

Union County agrees to pay Hamilton Moon Stephens Steele & Martin, PLLC, an annual retainer of \$18,000.00 which shall be payable in equal monthly installments of \$1,500.00. The retainer would cover the following expenses:

- (a) Brief consultations on matters of County business, including telephone and e-mail correspondence, with individual commissioners, department heads, and supervisors of Union County, provided that such consultations do not result in any additional billing being generated to Union County;
- (b) Time spent in seminars and travel time to seminars related to duties as County Attorney;
- (c) Registration fees, travel expenses, and meals and lodging for seminars related to duties as County Attorney (excluding travel, registration fees, meals and lodging for out of town functions with the Commission);
- (d) Time spent keeping abreast of general developments in governmental law;
- (e) Publications purchased by the County Attorney incident to representation of the County.
- (f) \$1,500.00 of the retainer will be budgeted to reimburse the County Attorney for seminar registration fees, travel, and room and board (where applicable) for County law related seminars attended by the County Attorney during the fiscal year.

Except as amended above, the remaining provisions of the Agreement shall remain in effect as written.

Keith J. Merritt
Hamilton Moon Stephens
Steele & Martin, PLLC

Union County agrees to the
Amendment as stated herein.

LANNY OPENSHAW
CHAIRMAN
UNION COUNTY BOARD OF COMMISSIONERS

STATE OF NORTH CAROLINA

COUNTY OF UNION

AGREEMENT

THIS AGREEMENT made and entered into this 27 day of March, 2007, by and between **H. LIGON BUNDY** (hereinafter referred to as "*Attorney*") and **UNION COUNTY** (hereinafter referred to as "*County*");

RECITALS:

County desires to hire Attorney to perform legal services, and each party desires to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. County does hereby retain Attorney to perform legal services as described in Paragraph 2 below. The parties agree that Attorney shall not serve as "County Attorney" as that term is used in G.S. 153A-114.

2. **Scope of the Work:**

Attorney shall provide legal services representing County in matters of litigation and matters of potential litigation. In addition, except for services that may be performed by the County Legal Department, Attorney shall provide all legal services that are required by the Union County Public Works Department, a department of the County.

Attorney shall provide such other legal services when authorized to do so as follows:

- (a) Upon the request or direction of the Board of County Commissioners; or
- (b) Upon the request or direction of the County Manager, or acting County Manager, an Assistant County Manager, or the County Staff Attorney;

The authorization to the Attorney may be oral or written. Individual commissioners, department heads, and supervisors of Union County shall have the right to contact the Attorney for brief consultations on matters of County business. However, the Attorney shall not undertake research, preparation of documents, or other work which would result in a billing being generated to Union County without authorization as set forth above.

It is anticipated that all other legal services that may be required by County that are not specifically assigned to Attorney shall be performed by the County Attorney, the County Legal Department, or other retained counsel.

3. Attorney and his partners and associates will not accept employment in any matter adverse to the County, or any of its departments or agencies, any representation before the Union County Board of Adjustment, or any matter before any board created by Union County, or to which the Union County Commissioners make any appointments. Specifically excluded from this provision is any work done by Attorney's firm under contract with the Union County Department of Social Services.

4. For all legal work performed for Union County, Attorney will be compensated at the rate of \$200 per hour. Travel time expended in representation of the County is to be billed at the rate of \$200 per hour.

5. Effective March 1, 2007, County shall pay Attorney a monthly retainer of \$500 per month. The retainer is intended to compensate Attorney for his partners, and associates not accepting employment described in Paragraph 3, above, time spent on meetings and telephone calls with County Commissioners and County employees which are not specifically identifiable items of County business, and time spent in generally keeping abreast of changes in the law and

developments that are likely to be related to matters within the scope of Attorney's work for the County.

6. Attorney may attend law-related seminars that are directly related to the legal work required under this Contract, and shall be reimbursed by County for registration fees, travel, and room and board, not exceeding \$700 per year, subject to prior approval by the County Manager.

7. Billings shall be submitted on a monthly basis, at the end of the month. The billings will be in such format as is agreed to between the Attorney and the County Manager. The billings shall be broken down as to matters worked upon and the department as directed by the County Manager.

8. County shall reimburse attorney for mileage incurred in travel incurred in the representation of County at the rate set for mileage reimbursement by the Internal Revenue Service.

9. County shall reimburse Attorney for meals and lodging expenses incurred while out of town incident to his representation of the County.

10. County shall reimburse Attorney for incidental expenses actually incurred by the Attorney incident to representation of County, which shall include (1) copies at the rate of 15 cents per copy; (2) long distance telephone calls; (3) all court costs and filing fees; (4) postage; (5) air fare or other means of transportation; and (5) any other out-of-pocket expenses.

11. Attorney has previously performed services for Union County under the Contract of the previous County Attorney, which contract terminated on or about February 4, 2007. Since that date, Attorney has continued to perform legal services for Union County. Some of the legal services have been a continuation of work for the Public Works Department that was underway on February 4, 2007. The rest of the legal services have been on work assigned to Attorney by

the Board of Commissioners since February 4, 2007. Attorney shall be paid for legal services rendered Union County since February 4, 2007, under this Contract.

12. It is agreed and understood that Attorney's partners and associates may be called upon by Attorney for their expertise and their services utilized in representation of County from time to time and under supervision of the Attorney, which services shall be billed and compensated in the name of Attorney and at the same rates.

13. Attorney is employed by the Board of Commissioners to represent Union County in the matters referred to in Paragraph 2, above. Attorney shall not act in the capacity as a general "overseer" of the Union County Public Works Department. In addition, Attorney shall not act in the capacity as a general "overseer" on any other matter of County business, but shall act upon and render advice and services when specifically requested by the Board of Commissioners or the County Manager on a specific matter or specific matters. When requested by the Board of Commissioners, or the County Manager at the Board's discretion, Attorney will attend meetings of the Board and also with various department heads and staff and render services and advice, for which time and services Attorney will be compensated at the hourly rate. Attorney will consider County's business as top priority and will at all times strive to comply with County's requests in a timely manner.

14. This Agreement may be terminated at the will of either party.

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IN WITNESS WHEREOF, the parties have set their hands and Seals the date and year first above written.

UNION COUNTY

By: Richard P. Black
Kevin Pressley, Chairman, Board of
~~County Commissioners~~
Richard P. Black, Interim County Manager

PERRY, BUNDY, PLYLER & LONG, LLP

By: H. Ligon Bundy
H. Ligon Bundy

ATTEST: Lynn West
Lynn West
Clerk to the Board of Commissioners
Attest as to Richard P. Black's Signature

APPROVED AS TO LEGAL FORM JLC

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

Key D. Nel 3/20/2007

Finance Director

Mandit in its "litigation and matters of potential litigation" to fiscal year appropriations of \$25,000. Amounts in excess of \$25,000 require additional pre-audit
W. Nel

STATE OF NORTH CAROLINA

COUNTY OF UNION

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2009, by and between **H. LIGON BUNDY** (hereinafter referred to as "**Attorney**") and **UNION COUNTY** (hereinafter referred to as "**County**");

RECITALS:

County has previously employed Attorney under an agreement dated March 27, 2007, when John T. Burns served as County Attorney. That agreement has not been modified or revoked, and Attorney is still performing legal services for the County under that agreement.

Attorney briefly served as Interim County Attorney, and County has now employed Keith J. Merritt as County Attorney. County desires for Attorney to continue to perform legal services. It is anticipated that the scope of the services to be performed by Mr. Merritt as County Attorney will be different than the scope of services performed by Mr. Burns when he was the County Attorney, and it is necessary for County and Attorney to enter into a new agreement setting forth the scope of legal services to be performed by Attorney.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. County does hereby retain Attorney to perform legal services as described in Paragraph 2 below. The parties agree that Attorney shall not serve as "County Attorney" as that term is used in G.S. 153A-1 14.

2. Scope of the Work:

(a) Public Works Department. Attorney shall perform legal services that are required by the Union County Public Works Department, a department of the County, as described below.

- Except for matters related to personnel issues and the pending application for a special use permit for a water tower from the Town of Weddington (which shall be handled by the County Attorney), and services that may be performed by the County Legal Department, Attorney shall represent the County in all matters of a non-litigation nature, including, but not limited to, drafting, revision, application and interpretation of rules, policies and procedures related to water, storm water and sanitary sewer services and FEMA regulations. Attorney and the County Attorney shall confer from time to time, so that the County Attorney will be generally familiar with such matters.
- Except for condemnation matters (which the County Attorney shall handle), and matters that are handled by counsel paid by the County's insurance carrier, Attorney shall represent the County in all matters of litigation and potential litigation that are related to the Public Works Department. Provided, however, that in any matter of litigation involving the validity of a policy, rule, regulation or procedure that has been established by the Union County Board of Commissioners, Attorney and the County Attorney shall work together and shall jointly represent the County, with the County Attorney acting as lead counsel.

- (b) Union County Sheriff's Department. Except for services that may be performed by the Sheriff's staff attorney or counsel paid by the County's insurance carrier, Attorney shall provide all legal services including litigation or potential litigation that are required by the Union County Sheriff's Department. This includes, but is not limited to, assisting the Sheriff in execution sales, and matters related to the Union County Animal Shelter.
- (c) Pending matters. Attorney shall complete all other matters that Attorney is currently handling for Union County, including, but not limited to, the litigation that is pending in the North Carolina Court of Appeals concerning the validity of the Union County Adequate Public Facilities Ordinance.
- (d) Other Matters. Attorney shall provide such other legal services when authorized to do so as follows:
- Upon the request or direction of the Board of County Commissioners; or
 - Upon the request or direction of the County Manager, or acting County Manager, an Assistant County Manager, or the County Staff Attorney.

The authorization to the Attorney may be oral or written. Individual commissioners, department heads, and supervisors of Union County shall have the right to contact the Attorney for brief consultations on matters of County business that are within the scope of this contract. However, the Attorney shall not undertake research, preparation of documents, or other work

which would result in a billing being generated to Union County without authorization as set forth above. It is anticipated that all other legal services that may be required by County that are not specifically assigned to Attorney shall be performed by the County Attorney, the County Legal Department, or other retained counsel.

3. Attorney and his partners and associates will not accept employment in any matter adverse to the County, or any of its departments or agencies, any representation before the Union County Board of Adjustment, or any matter before any board created by Union County, or to which the Union County Commissioners make any appointments. Specifically excluded from this provision is any work done by Attorney's firm under contract with the Union County Department of Social Services.

4. For all legal work performed for Union County, Attorney will be compensated at the rate of \$250 per hour for litigation, and \$220 for non-litigation matters.

5. Effective upon the first day of the month after the adoption of this agreement, County shall pay Attorney a monthly retainer of \$500 per month. The retainer is intended to compensate Attorney for his partners, and associates not accepting employment described in Paragraph 3, above, time spent on meetings and telephone calls with County Commissioners and County employees which are not specifically identifiable items of County business, and time spent in generally keeping abreast of changes in the law and developments that are likely to be related to matters within the scope of Attorney's work for the County.

6. Attorney may attend law-related seminars that are directly related to the legal work required under this Contract, and shall be reimbursed by County for registration fees, travel, and room and board, not exceeding \$700 per year, subject to prior approval by the County Manager.

7. Billings shall be submitted on a monthly basis, at the end of the month. The billings will be in such format as is agreed to between the Attorney and the County Manager. The

billings shall be broken down as to matters worked upon and the department as directed by the County Manager.

8. County shall reimburse attorney for mileage incurred in travel incurred in the representation of County at the rate set for mileage reimbursement by the Internal Revenue Service.

9. County shall reimburse Attorney for meals and lodging expenses incurred while out of town incident to his representation of the County.

10. County shall reimburse Attorney for incidental expenses actually incurred by the Attorney incident to representation of County, which shall include (1) copy charges; (2) long distance telephone calls; (3) all court costs and filing fees; (4) postage; (5) air fare or other means of transportation; and (6) any other out-of-pocket expenses.

11. This agreement replaces the agreement between the parties dated March 27, 2007.

12. It is agreed and understood that Attorney's partners and associates may be called upon by Attorney for their expertise and their services utilized in representation of County from time to time and under supervision of the Attorney, which services shall be billed and compensated in the name of Attorney and at the same rates.

13. Attorney is employed by the Board of Commissioners to represent Union County in the matters referred to in Paragraph 2, above. Attorney shall not act in the capacity as a general "overseer" of the Union County Public Works Department. In addition, Attorney shall not act in the capacity as a general "overseer" on any other matter of County business, but shall act upon and render advice and services when specifically requested by the Board of Commissioners or the County Manager on a specific matter or specific matters. When requested by the Board of Commissioners, or the County Manager, Attorney will attend meetings of the Board and also with various department heads and staff and render services and advice, for which time and

services Attorney will be compensated at the hourly rate. Attorney will consider County's business as top priority and will at all times strive to comply with County's requests in a timely manner.

14. This Agreement may be terminated at the will of either party.

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IN WITNESS WHEREOF, the parties have set their hands and Seals the date and year first above written.

UNION COUNTY

By: _____
Al Greene, County Manager

PERRY, BUNDY, PLYLER & LONG, LLP

By: _____
H. Ligon Bundy

ATTEST: _____
Lynn West
Clerk to the Board of Commissioners

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**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 16, 2009

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

SUBJECT: 800 MHz Communication Consoles

DEPARTMENT: Communications

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:
Gary J. Thomas

TELEPHONE NUMBERS:

704-283-3550

DEPARTMENT'S RECOMMENDED ACTION: Authorize County Manager approve change order to the Motorola 800 MHz contract in the amount of \$195,342 for purchase of communication consoles

BACKGROUND: In December 2007, Union County executed a contract with Motorola in the amount of \$ 7,641,410 to purchase equipment for a new 800 MHz P25 digital radio system. The contract included equipment for seven (7) radio tower sites and nine (9) new MCC7500 IP (Internet Protocol) consoles located in the communications center. Due to project budget concerns, staff recommended a change order that was approved in November 2008 which reduced the cost of the project in the amount of \$765,194. A portion of that reduction included removing the nine (9) MCC7500 IP consoles. In removing the purchase of the nine (9) MCC7500 consoles, Union County substituted a less costly upgrade to the existing Gold Elite consoles in order to communicate with the new 800 MHz system. Union was aware that at some point in the future, as with all technology, the Gold Elite consoles would no longer be supported by Motorola and Union would then have to purchase new consoles. At the time of the decision to remove the new upgraded MCC7500 consoles, Motorola could not provide a specific date as to when Motorola would stop supporting the Gold Elite consoles. Motorola has recently announced, that in either late 2010 or early 2011, Motorola will no longer support the Gold Elite consoles. Because of a Digital RF (radio frequency) system software upgrade that will be mandatory on all console positions in late 2010 or early 2011, Gold Elite consoles will be non-functional, non-supportive and obsolete.

The cost of purchasing the MCC7500 consoles is \$577,000. The current Motorola contract includes approximately \$381,000 to upgrade the Gold Elite consoles. Based on Motorola's most recent announcement (e.g. the Gold Elites will no longer be supported and functional in

2010/2011), to proceed with the upgrade at a cost of \$381,000 through 2010/2011 and then to be faced with a requirement to replace the Gold Elites in 2011 at a cost of \$577,000 is not financially prudent.

It now appears, based on the most current information from Motorola, that the financially prudent decision is to replace the Gold Elites with the MCC7500s - requiring an additional \$196,000 to the current contract.

FINANCIAL IMPACT: The 800 MHz project budget has about \$167,000 remaining in contingency. As the project is reaching its maturity, the requirement for contingency remains, but at significantly reduced levels. Reserving \$20,000 for unforeseen circumstances leaves a contingency balance of \$147,000 which could be applied to the MCC7500s (thus leaving a \$49,000 shortfall; consisting of \$196,000 less \$147,000). The Communications General Fund budget contains \$345,000 in lease payments for the subscriber units. Since the County does not anticipate entering into the installment financing until later in the fiscal year, it is unlikely that the amount will be fully utilized in FY2010. The balance of the cost of the MCC7500s, in the amount of \$49,000, could be applied against the FY2010 unused lease payments.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



CHANGE ORDER

Change Order No. 003

Date: 10/27/2009

Project Name: Union County - P25 Upgrade

Customer Name: Union County

Customer Project Manager: Gary Thomas

Customer Project Mgr: Larry Erickson

The purpose of this Change Order is to:

Union County has decided to purchase nine (9) new MCC750 consoles rather than upgrade the existing nine (9) Gold Elite consoles. It also includes an additional Network Management Terminal. This change order reflects the difference in contract value of deleting the included console upgrades and adding the cost of new consoles and Network Management Terminal. **The pricing included in this change order is valid until November 20, 2009. If a change order has not been executed by that date, Motorola will proceed with the console upgrades included in the contract in order to remain on the current overall project schedule.**

Contract # 07-13663/CR

Contract Date: 12/27/2007

In accordance with the terms and conditions of the contract identified above between Union County, NC and Motorola, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$7,641,410
Previous Change Order amounts for Change Order numbers 001 through 002	\$758,061 decrease
This Change Order:	\$211,342 increase
New Contract Value:	\$7,094,691

Completion Date Adjustments

Original Completion Date:	March 2010
Current Completion Date prior to this Change Order:	March 2010
New Completion Date:	March 2010



CHANGE ORDER

Changes in Equipment: *(additions, deletions or modifications)*
Providing nine (9) new MCC7500 consoles. Deleting nine (9) Gold Elite console upgrades provide in the current contract.

Changes in Services: *(additions, deletions or modifications)*
None

Schedule Changes: *(describe change or N/A)*
None

Pricing Changes: *(describe change or N/A)*
The contract value is increased by \$211,342.

Customer Responsibilities: *(describe change or N/A)*
None

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)
None

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola, Inc.

Customer

By: _____
Printed Name: Chris Linkowski
Title: Resource Manager
Date: _____

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

Reviewed by: Larry Erickson
Motorola Project Manager

Date: 10/27/2009

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 16, 2009

Action Agenda Item No. 11

(Central Admin. use only)

SUBJECT: DRAFT Comprehensive Transportation Plan for the Rocky River Rural Planning Organization Portion of Union County

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
Maps

INFORMATION CONTACT:
Amy Helms, UCPW
Reuben Crummy, NCDOT

TELEPHONE NUMBERS:

704-283-3520

919-715-5737

DEPARTMENT'S RECOMMENDED ACTION: Receive as information.

BACKGROUND: The Transportation Planning Branch of the North Carolina Department of Transportation (NCDOT) has prepared the draft Comprehensive Transportation Plan (CTP) for the Rocky River Rural Planning Organization (RRRPO) portion of Union County. This section of Union County is outside of the area covered by the Mecklenburg-Union Metropolitan Planning Organization (MUMPO) and includes the eastern and southern most unincorporated areas of Union County (please see map 1).

The CTP is a long-range, multi-model transportation plan with no fiscal constraints that is used to identify a broad range of improvements for a 25 - 30 year planning period. Highway, public transportation and rail, bicycle, and pedestrian elements are included in the plan with analysis on current and future conditions, deficiencies and recommended improvements which are used by the RRRPO as a basis for project prioritization. This plan is a joint effort between Union County, the RRRPO and NCDOT and will provide an update to the existing Union County 1992 Thoroughfare Plan previously developed by NCDOT for the entire county.

As part of the public process for the CTP, a focus group was created that consisted of staff from RRRPO, NCDOT, Union County, and Marshville, and a representative from Agricultural Extension, Chamber of Commerce, Progress for Partnership, Board of County Commissioners (BOCC), and Union County Public Schools. A kick-off meeting of the focus group was held on November 4, 2008, to discuss the process forward in developing the CTP. Since that time, NCDOT has collected planning and roadway data and developed several maps to be included in

the plan. Also, some public input has been gathered through a transportation survey distributed to the community through Union County email, churches, agricultural groups, and schools.

The Transportation Planning Branch is now ready to hold public meetings/workshops but would like to present the draft information to the BOCC first. Once all appropriate public comments have been incorporated into the CTP, NCDOT will then come before the BOCC for final adoption of the CTP in January/February 2010. After Union County has adopted the CTP, it will then be brought before the RRRPO for endorsement and the Board of Transportation (BOT) for adoption. According to NC General Statute 136-66.2, Union County must have an updated Land Use Plan (one that has been adopted within the past 5 years) before the BOT can adopt the CTP. If the CTP is not adopted by the BOT, new transportation projects included in the CTP for the RRRPO portion of Union County cannot be funded through the formal allocation process.

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: November 16, 2009

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

SUBJECT: 12 Mile Creek WWTP Expansion Alternatives Study

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
Hazen and Sawyer Engineers Task
Order No. 28

INFORMATION CONTACT:
Ed Goscicki

TELEPHONE NUMBERS:
704 296-4212

DEPARTMENT'S RECOMMENDED ACTION: Authorize County Manager to approve Hazen and Sawyer Task Order No. 28 contingent upon Legal review.

BACKGROUND: The 12 Mile Creek Wastewater Treatment Plant (WWTP) was placed in service in December 1997. The facility was rated to treat 2.5 mgd of wastewater daily. In September 2007 the WWTP was expanded to treat 6.0 mgd. The average daily flow from October 2008 thru September 2009 is approximately 3.4 mgd, with a peak month of 4.5 MGD. Service demands in the 12 Mile Creek basin will require a treatment capacity above 6.0 mgd by 2015. Due to the amount of time it takes to design, permit and construct wastewater treatment facilities, alternatives to provide sewer treatment capacity above 6.0 mgd to the 12 Mile Creek Basin must be evaluated immediately.

To date the North Carolina Division of Water Quality has been hesitant to allow additional discharges into 12 Mile Creek primarily due to low dissolved oxygen levels in the stream both up-stream and down-stream of the WWTP discharge. As a result of this hesitancy, Union County is required to consider options for alternative discharge of treated effluent into the environment. We have identified 6 possible alternatives. This Task Order will evaluate and rank these alternatives based on a number of factors such as cost, constructability and permitting hurdles. The most viable alternative or alternatives would then be evaluated in more detail as part of a follow on task order. At the the Board's Workshop on October 21, 2009 the BOC approved moving forward with this evaluation of expansion options for the Twelve Mile Creek WWTP.

FINANCIAL IMPACT: Project funding for engineering services related to planning is currently

available in the Water and Sewer Capital Projects Fund. Additionally, the project is identified on the approved Capital Improvement Plan 2010-2013 with funding providing for planning, environmental and design engineering (no construction).

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

UNION COUNTY - CONTRACT CONTROL SHEET

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

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

Party/Vendor Name: Hazen and Sawyer *TO # 28*

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

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

Address: 4944 Parkway Plaza Blvd, Ste 375 City: Charlotte State: NC Zip: 28217

Department: Public Works Amount: \$131,690

Purpose: 12 Mile Creek WWTP Expansion Alternatives Study *TO # 28*

Budget Code(s)(put comma between multiple codes): 64-571400-5594-SP011

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: Nov 2, 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: 10/30/09

Approval by Board

ATTORNEY

This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No

Approval by Manager (less than \$20,000)

Approval by Manager per authorization of Board

Date of Board authorization: _____

Attorney's Signature: _____

Approval by Manager subject to authorization by Board

Date: _____

Date Board authorization requested: _____

Clerk to confirm authorization given

Use Standard Template

RISK MANAGEMENT

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

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

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

Risk Manager's Signature: _____ Date: _____

INFORMATION TECHNOLOGY DIRECTOR

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

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

IT Director's Signature Date: _____

Date Received: _____

BUDGET AND FINANCE

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

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

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

Notes: _____

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

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

Finance Director's Signature: _____ Date: _____

CLERK

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

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

COUNTY MANAGER

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

County Manager's Signature: _____ Date: _____

APPENDIX

Exhibit A

TASK ORDER NUMBER: TWENTY-EIGHT

**PROJECT NAME: 12-MILE CREEK WWTP
EXPANSION ALTERNATIVES DEVELOPMENT STUDY**

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

PART 1.0 PROJECT DESCRIPTION:

The 12-Mile Creek WWTP is rated by the North Carolina Division of Water Quality (NC DWQ) to treat up to 6 mgd of raw wastewater on a monthly basis. The plant's liquid treatment train consists of: screening and grit removal; advanced secondary treatment for carbonaceous, nitrogen and phosphorus removal; clarification, filtration, and UV disinfection; and, cascade aeration prior to discharge into Twelve Mile Creek. The plant's solids treatment train consists of thickening waste activated sludge via a gravity belt thickener prior to aerobic digestion. Thickened sludge is then stored in the digesters until it is removed, hauled off site, and disposed of on permitted agricultural farmland.

In general, the plant has performed well and has been in regulatory compliance.

Currently, the plant is treating approximately 3.3 mgd, but has experienced maximum month flows of 3.72 (March and December of 2008). It is evident that the present economic crisis has severely dampened new residential construction in southwestern Union County; however, there is grave concern that when the housing market rebounds, the remaining plant capacity will be quickly consumed. To exacerbate matters, NC DWQ has indicated that any additional permitted discharge into Twelve Mile Creek is unlikely due to both upstream and downstream dissolved oxygen levels below the instream water quality standard of 5.0 mg/L.

HAZEN AND SAWYER

As a result, there is a need to develop and evaluate alternatives for expansion of the 12-Mile Creek WWTP and disposal of wastewater generated to serve southwestern Union County. Realizing this, Union County has retained Hazen and Sawyer to provide professional engineering services to prepare an Expansion Alternatives Development Study. The objective of this study is to provide the County with the required information to shortlist the alternative(s) that could be further refined and developed to quickly and cost-effectively provide approximately 3 mgd of additional capacity at the 12-Mile Creek WWTP.

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

Hazen and Sawyer will provide services as described below:

Task 1 – Develop Disposal/Treatment Alternatives

- In previous meetings with both NC DWQ and SC DHEC, these two regulatory agencies have indicated that any proposed expansion of the 12-Mile Creek WWTP resulting in an additional discharge to the Twelve Mile Creek is highly unlikely due to no remaining assimilative capacity in the receiving stream. Therefore, for expansion to occur, some combination of alternative disposal and/or treatment will need to be considered. Under this task, six (6) alternatives will be evaluated with respect to cost, constructability, permitting, schedule, and feasibility. A ranking matrix will be produced to assist in determining the most cost-effective, timely, and feasible alternative(s) to be further refined and developed. Engineering will be performed at the conceptual level to determine preliminary sizing and estimated construction costs. Figures will be developed to illustrate location of evaluated alternatives, general pipeline corridors, and available land suitable for spray irrigation with reclaimed water. The six (6) alternatives to be evaluated include:
 1. Negotiate with Charlotte-Mecklenburg Utilities (CMU) to buy additional treatment capacity at their 64 mgd McAlpine Creek Wastewater Management Facility (WWMF). This alternative would involve constructing a new transfer pump station and force main to convey flow from the County's 12-Mile Creek WWTP to CMU's McAlpine WWMF, and expansion of the McAlpine Creek WWMF.

2. Partner with Lancaster County, SC Water and Sewer District to buy additional treatment capacity at their 2 mgd Indian Land WWTP. This alternative would involve constructing a new transfer pump station and force main to convey flow from the County's 12-Mile Creek WWTP to the District's Indian Land WWTP, expansion of the Indian Land WWTP, and permitting with regulatory agencies in both North and South Carolina.
3. Partner with Lancaster County, SC Water and Sewer District to construct a new WWTP to serve portions of Union County, NC and Lancaster County, SC which currently are not served by either entity and to treat future flows from southwestern Union County. This alternative would involve the construction of a new treatment plant, influent/effluent conveyance facilities, and permitting with regulatory agencies in both North and South Carolina. In addition, a new NPDES permit would need to be obtained for discharge into the Catawba River.
4. Develop a "non-conjunctive" reuse system to land apply final treated effluent on suitable and available land within the vicinity (3 to 5 mile radius) of the 12-Mile Creek WWTP. This would require partnering with potential end users such as developers and farmers that see the benefit of having a reliable source of irrigation water for landscaping and agricultural crop land. This alternative would involve a plant expansion including flow equalization and final effluent storage tanks, effluent conveyance facilities, permitting, and development of reclaimed water ordinances, standards, guidelines, and details. Additionally, a seasonal discharge permit will be explored with NC DWQ to determine the feasibility of land applying final treated effluent during summer low receiving stream flows while being allowed to continue a direct surface water discharge to Twelve Mile Creek during winter high receiving stream flows.
5. Demonstrate to the NC DWQ that conveyance of final treated effluent upstream of the existing 12-Mile Creek discharge would improve overall water quality within the receiving stream. This alternative would involve a water quality stream assessment including field monitoring and sampling, plant expansion, effluent conveyance facilities, and permitting. Task 2 provides specific scope of

services associated with the water quality stream assessment work effort.

6. Convey final treated effluent directly to the Catawba River. Speculative limits to discharge directly to the Catawba River have been issued by SC DHEC in January 2008 for additional flows of 3, 6, and 9 mgd. This alternative would involve a plant expansion, final effluent conveyance facilities, and permitting with regulatory agencies in both North and South Carolina. In addition, a new NPDES permit would need to be obtained for discharge into the Catawba River.

Task 2 – Perform Water Quality Stream Assessment

- Hazen and Sawyer's subconsultant, Tetra Tech, will provide third party expert services to support assessment of receiving stream quality and assimilative capacity in Twelve Mile Creek. This initial scoping analysis will provide their professional opinion of whether the Twelve Mile Creek can receive additional discharge beyond the plant's rated capacity of 6 mgd, and whether the supporting evidence is of sufficient strength to obtain regulatory approval from NC DWQ and SC DHEC.

Tetra Tech's general approach to the scoping analysis will be to examine the current water quality data and discharge evaluation methods used by NC DWQ for Twelve Mile Creek. Scoping analysis will also include stream reconnaissance to obtain better understanding of features and characteristics that may be important to evaluating discharge impacts (e.g., channel form and profile, slope, riparian conditions, other sources of pollution, etc.). Tetra Tech will analyze the existing data and reconnaissance information and provide a memo detailing primary considerations for assimilative capacity at each of the proposed discharge locations. The work will be conducted in three phases as follows:

Phase 1 will consist of Tetra Tech working with Hazen and Sawyer (H&S), Union County, and NC DWQ to obtain relevant water quality files, receiving water data and previous assessments, and effluent data. The information will be briefly reviewed, and Tetra Tech will ask questions of the County, H&S, and DWQ to clarify understanding of existing assessments and methods of evaluation. Results of

the data compilation will be documented including a bibliography of sources and a brief synthesis of findings from the information review.

In Phase 2, based on understanding of the water quality information obtained under Phase 1, Tetra Tech will conduct stream reconnaissance to obtain a first-hand view and understanding of features and characteristics that may be important to evaluating discharge impacts. Preliminary GIS analysis will be used to prepare field maps of the proposed receiving stream watersheds showing hydrology, road crossings, land use, permitted discharges and other features that may be useful for reference in the field. A field plan will be developed to support efficient assessment and ensure health and safety of field personnel. This will include determining points of access, features to be observed, and protocols to be followed. It is assumed that up to three days will be spent in the field by one team of two staff for purposes of the reconnaissance. Field sheets, gps coordinates and photos will be logged and processed upon return to the office.

Based on the information compiled in Phase 1 and the reconnaissance conducted under Phase 2, Phase 3 will consist of Tetra Tech preparing a technical memorandum (TM) providing a preliminary assessment of the assimilative capacity considerations for the Twelve Mile Creek discharge alternative under consideration. The TM will include Tetra Tech's professional opinion on whether the Twelve Mile Creek can receive additional discharge beyond the plant's rated capacity of 6 mgd, and whether the supporting evidence is of sufficient strength to obtain regulatory approval from NC DWQ and SC DHEC. If the opinion is positive, then additional services will be required. If the opinion is negative, then this alternative will no longer be considered as a viable option.

Task 3 – Prepare Technical Memorandum

- Following completion of Tasks 1 and 2, a technical memorandum (TM) will be prepared. The TM will summarize the study's findings and provide the recommended alternative(s) for further consideration that are the most viable options to provide approximately 3 mgd of additional capacity at the 12-Mile Creek WWTP. Six (6) copies of the draft TM will be sent to County Staff for

HAZEN AND SAWYER

comment, and a ½-day workshop will be scheduled to review the study findings/recommendations. The TM will be finalized within 1-week of receipt of the County's review comments. Presentation of the study before the Board of County Commissioners is also included under this task.

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

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

- Providing an environmental assessment or environmental impact statement.
- Providing an Engineering Report in conformance with NC Construction Grants and Loans State Revolving Fund requirements.
- Providing final detailed design and preparation of Contract Documents for the recommended alternative.

These services would be project specific and require its own separate Task Order.

PART 4.0 OWNER'S RESPONSIBILITIES:

1. The County shall authorize Hazen and Sawyer to proceed in writing.
2. The County shall give thorough consideration to all sketches, drawings, maps, and other documents submitted by Hazen and Sawyer, and shall inform Hazen and Sawyer promptly of any required decisions.
3. The County shall make available all information it has on existing utilities and facilities.
4. The County shall attend all regulatory agency meetings including North Carolina Division of Water Quality, South Carolina Department of Health and Environmental Control, and North and South Carolina Department of Transportation.
5. The County shall coordinate and attend all meetings with potential partnering authorities including Charlotte-Mecklenburg Utilities and Lancaster Water and Sewer District.

HAZEN AND SAWYER

PART 5.0 PERIODS OF SERVICE:

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

<u>Milestone Description</u>	<u>Date</u>
Notice-to-Proceed	November 2009
Complete Stream Reconnaissance	March 2010
Develop Disposal/Treatment Alternatives	January 2010
Submit Draft TM	April 2010
½-Day County Workshop	April 2010
Complete Final TM	April 2010

PART 6.0 PAYMENT FOR SERVICES:

Hazen and Sawyer shall be compensated on a lump sum basis for the above Basic Scope of Services as follows:

<u>Task No.</u>	<u>Task Description</u>	<u>Total</u>
1	Develop Disposal/ Treatment Alternatives	\$ 67,880
2	Perform Water Quality Stream Assessment	\$ 50,000
3	Prepare Technical Memorandum	\$ 13,810
TOTAL LUMP SUM AMOUNT		\$ 131,690

Refer to Attachment No. 1 for hourly and fee breakdown. The following hourly billing rates were used for determining the lump sum fee basis:

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

PART 7.0 OTHER:

None.

HAZEN AND SAWYER

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

UNION COUNTY,
NORTH CAROLINA

HAZEN AND SAWYER, P.C.

By: _____

By: James N. Struve

Name: Alfred W. Greene

Name: James N. Struve, P.E.

Title: County Manager

Title: Vice President

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

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

ATTACHMENT NO. 1

**12-Mile Creek WWTP - Expansion Alternatives Development Study
Projected Manhours and Associated Fee**

Task No.	Description	VP (Hrs)	Sr Assoc (Hrs)	Assoc (Hrs)	Pri Eng (Hrs)	Eng (Hrs)	Asst Eng (Hrs)	Designer (Hrs)	Total Labor Hrs	Total Labor Fee	
1	Develop Disposal/Treatment Alternatives										
	Alt #1 - Buy Additional Treatment Capacity from Charlotte-Mecklenburg Utilities	6	16	0	32	0	0	16	70	\$8,810	
	Alt #2 - Buy Additional Treatment Capacity from Lancaster County, SC WASD	6	16	0	32	0	0	16	70	\$8,810	
	Alt #3 - Partner with Lancaster County, SC WASD to Construct New WWTP	6	16	0	32	0	0	16	70	\$8,810	
	Alt #4- Develop Non-Conjunctive Reuse System	12	24	0	60	0	0	24	120	\$15,240	
	Alt #5 - Discharge Final Effluent Upstream to Improve Twelve Mile Creek Water Quality	6	16	0	40	0	0	16	76	\$9,810	
	Alt #6 - Conway Final Effluent for Direct Discharge into the Catawba River	6	16	0	40	0	0	16	78	\$9,810	
	Determine Time of Travel to Nearest Catawba River Raw Water Intake	2		40				8	50	\$6,590	
	Subtotal	44	104	40	236	0	0	112	536	\$67,880	
2	Perform Water Quality Stream Assessment										
	Initial Stream Assessment to Determine Assimilative Capacity of Twelve Mile Creek				Performed by Subconsultant - Tetra Tech						\$50,000
	Subtotal	0	0	0	0	0	0	0	0	\$50,000	
3	Prepare Technical Memorandum										
	Draft TM	4	24	0	40			16	84	\$10,700	
	Finalize TM	2	4	0	12			6	26	\$3,110	
	Subtotal	6	28	0	52	0	0	24	110	\$13,810	
	Total	50	132	40	288	0	0	136	646	\$131,690	

<u>Hourly Billing Rate by Classification</u>	<u>(\$/hr)</u>
Vice President	175
Senior Associate	155
Associate	140
Principal Engineer	125
Engineer	105
Assistant Engineer	95
Designer	80

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 16 November 2009

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

SUBJECT: Resolution to Adopt Legislative Positions for the 2010 Short Session of the NC General Assembly

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

ATTACHMENT(S):
Draft Letter to Union County
Municipalities
Model Resolution

INFORMATION CONTACT:
Matthew Delk, Assistant Manager

TELEPHONE NUMBERS:
704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Provide direction to staff

BACKGROUND: In late 2008 and early 2009, Union County went through a process of collecting resolutions from our municipal partners regarding legislative positions of common interest. After collecting 13 resolutions out of our 14 municipalities, the Board approved a resolution adopting many of those same positions. All of those resolutions were distributed to the members of the Union County Legislative Delegation, and to the Governor. The resolutions were well received by our elected leaders in the Legislature.

The Union County Managers and Clerks met and recommended that an updated list be presented to the Mayors Commissioners Issues Conference, and that we pursue the same procedure for the second year of the 2009-2010 Session of the General Assembly (the "Short Session"). The MCIC discussed this list during their October meeting, and recommended adding one position and distributing the list of positions for municipalities to consider.

Please find attached a recommended letter to be distributed to each Union County Municipality, and a copy of a model resolution.

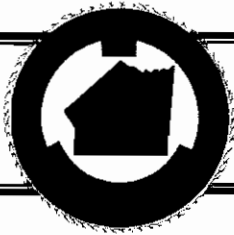
If the Board follows the same process that we used last year, then we will send the letter and the model resolution to each municipal government, and consider a Board resolution after hearing back from the municipalities.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



OFFICE OF THE COMMISSIONERS AND MANAGER

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

TO: Union County Mayors
FROM: Chairman Lanny Openshaw, Union County Board of Commissioners
RE: Resolution to Adopt Legislative Positions
DATE: November 3, 2009

The Mayors-Commissioners Issues Conference, in conjunction with the Union County Board of Commissioners, recently discussed the attached list of legislative positions for the remainder of the 2009-2010 Session of the North Carolina General Assembly.

The attached resolution was originally discussed and adopted in similar form by thirteen Union County Municipal bodies in the spring of 2009, and by the Board of Commissioners. The document has also been presented to Municipal staff for feedback and input.

In 2009, elected leaders and staff attempted to compile a list of important positions for all Union County local governments. The group recognized that this will be an effective tool for communicating our wishes to the Union County Legislative Delegation.

While the NC House and Senate do not convene again until May for the Short Session of the 2009-2010 Assembly, much of the important work that will influence our legislators' opinions is currently ongoing in the Committee process. It is important that we communicate our positions to them in an organized fashion. Please make every effort to consider this matter no later than the end of January.

Please find attached the list of positions in the form of a model resolution that your elected board may deliberate. Please feel free to make the list your own by adding, deleting, or modifying these positions to suit your municipality.

Changes from last year's recommended list are highlighted in **BOLD**. The recommended positions are:

- Collective Bargaining – Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.
- Transportation Infrastructure Funding – **Protect** all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.
- Mental Health – Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens.

- State Budget – Recognize that municipalities and counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.
- Diverse Funding for Local Governments – Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. **Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.**
- Monroe Bypass Funding – Protect funding sources and appropriations for the planned Monroe Bypass Project.
- Annexation – Support municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted.
- Moratoriums – Oppose legislation that would make it more difficult for local governments to enact moratoriums.
- **Union County Commission Governance – Ask State elected leaders to respect the local process established by the Union County Commissioners to determine the composition, terms, and governance style of the Union County Board of Commissioners.**

Please forward copies of your resolutions to:

Clerk to the Board Lynn West
Union County Government
500 N. Main Street
Monroe, NC 28112

Please feel free to call me at 704-283-3656, or by email at delkm@co.union.nc.us at any time if you have any questions about this request. Thank you for what you do for our citizens.

RESOLUTION TO ADOPT LEGISLATIVE POSITIONS FOR THE 2010 SHORT
SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY

THAT WHEREAS, the clerks, managers, and other staff of Union County, North Carolina and Union County Municipalities met and developed a list of legislative positions for Union County local governments for the 2010 Short Session of the North Carolina General Assembly, and

WHEREAS, after discussion with county and municipal elected officials, the list of legislative positions include the following:

- Collective Bargaining – Oppose any efforts to allow collective bargaining for public sector employees, to include payment of union dues by payroll deduction.
- Transportation Infrastructure Funding – Protect all state collected locally shared revenues collected for transportation purposes. Oppose adding additional requirements or responsibilities to municipalities and counties for transportation funding and maintenance.
- Mental Health – Continue to protect state resources for the provision of Mental Health, Developmental Disability, and Substance Abuse Services, particularly for local crisis services, that are available to all State citizens.
- State Budget – Recognize that municipalities and counties are under the same budget pressures that face the State Budget, and to oppose any actions to reduce state collected locally shared revenues for local governments.
- Diverse Funding for Local Governments – Authorize Local Governments to utilize various methods of funding in addition to the property tax, and to protect authorized sources of revenue. Specifically protect local revenues from ABC sales, and protect local privilege license tax revenues.
- Monroe Bypass Funding – Protect funding sources and appropriations for the planned Monroe Bypass Project.
- Annexation – Support municipal authority to annex, recognizing that some changes to municipal annexation authority are warranted.
- Moratoriums – Oppose legislation that would make it more difficult for local governments to enact moratoriums.
- Union County Commission Governance – Ask State elected leaders to respect the local process established by the Union County Commissioners to determine the composition, terms, and governance style of the Union County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the INSERT BOARD NAME HERE hereby adopts this list of legislative positions for the 2010 Short Session of the North Carolina General Assembly.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the other Municipal governments in Union County, to the Clerk to the Board of Union County, to Governor Beverly Perdue, and to the members of the Union County Legislative Delegation.

Adopted this DATE .

Attest:

CLERK

CHIEF ELECTED OFFICIAL



Juvenile Crime Prevention Council
Amy McCoy to: Lynn West

AGENDA ITEM

15 b(1)

MEETING DATE 11/16/09

10/26/2009 04:26 PM

Lynn,

In response to your letter of October 2, 2009, Faye Love will be glad to continue serving on the Juvenile Crime Prevention Council. Please let me know if you need anything else.



OFFICE OF THE COMMISSIONERS AND MANAGER

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

October 2, 2009

Mr. Dontae Latson, Director
Union County Department of Social Services
Post Office Box 489
Monroe, NC 28111

Dear Dontae:

We are updating our information regarding the membership roster on the Juvenile Crime Prevention Council. Our records indicate that Faye B. Love was appointed to serve as the Department of Social Services Director's designee on this council.

We would appreciate it if you would confirm in writing that Faye Love will continue to serve in this capacity until such time as a new designee has been named by the Director of the Department of Social Services and appointed by the Board of Commissioners. We will be requesting that the Board of Commissioners consider updating the appointments on this council within the next month. After the Board has made the appointment, we will adjust our records to reflect that this appointee will serve until such time as we are notified by the Director of the Department of Social Services of a change of appointment or designee. Any future change of the designee would require a new appointment by the Board of Commissioners.

Thank you for your assistance in this matter. Should you have any questions, please let me know.

Sincerely,

Lynn G. West, CMC
Clerk to the Board of Commissioners



JCPC APPOINTMENT
jim bention to: West

AGENDA ITEM

156(3)
MEETING DATE 11-16-09 10/09/2009 12:29 PM

Sorry Lynn, I added and "L."

Your friend and Brother,

Pastor Jimmy H. Bention, Sr.
Metrolina Christian Center, COGIC
Executive Director
Mission To Men
Greater North Carolina Jurisdiction
(704) 282-0471 (home)
(704) 572-0872 (cell)

----- Forwarded Message -----

From: jim bention <hearthe lord@yahoo.com>
To: lwest@co.union.nc.us
Sent: Fri, October 9, 2009 12:15:21 PM
Subject:

Greetings Lynn,

*Yes, I would like to serve another term on the Union County JCPC.

Your friend and Brother,

Pastor Jimmy H. Bention, Sr.
Metrolina Christian Center, COGIC
Executive Director
Mission To Men
Greater North Carolina Jurisdiction
(704) 282-0471 (home)
(704) 572-0872 (cell)



OFFICE OF THE COMMISSIONERS AND MANAGER

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

October 2, 2009

Reverend Jimmy Bention, Sr.
302 Tucker Street
Monroe, NC 28110

Dear Reverend Bention:

We are asking the Board of Commissioners to update the appointments on the Union County Juvenile Crime Prevention Council. Please confirm in writing that you wish to continue to serve on this council as the member of faith community representative for another two-year term.

Should you have any questions, please let me know.

Sincerely,

Lynn G. West, CMC
Clerk to the Board of Commissioners



State of North Carolina
 General Court of Justice
 Judicial District 20B
 Union County District Court
 P.O. Box 305
 Monroe, North Carolina 28111

AGENDA ITEM

15b(4)

MEETING DATE 11/16/09

CHIEF DISTRICT COURT JUDGE
CHRISTOPHER W. BRAGG

DISTRICT COURT JUDGES
JOSEPH J. WILLIAMS
N. HUNT GWYN
WILLIAM F. HELMS III

TELEPHONE: 704-296-6001
FACSIMILE: 704-238-1803

FAMILY COURT STAFF
MARTHA SUE HALL - ADMINISTRATOR
VALERIE LANEY - CASE COORDINATOR
KRISTEN RORIE - CUSTODY MEDIATOR
CAROLYN GREEN - VISITATION COORDINATOR
MICHELLE PHIPPS - JUDICIAL ASSISTANT II
JESSICA MANGUM - JUDICIAL ASSISTANT I
KATIE WALTER - DRUG COURT COORDINATOR
ANGIE COLE - ARBITRATION COORDINATOR

October 19, 2009

Lynn G. West, CMC
 Clerk to the Board of Commissioners
 500 North Main Street, Room 921
 Monroe, NC 28111

Dear Ms. West,

This letter is to confirm that Judge Joseph Williams will continue to serve as the representative for the District Court Judges Office on the Juvenile Crime Prevention Council until such time as a new designee has been named.

Sincerely,

The Honorable Christopher Bragg
 Chief District Court Judge



✓

OFFICE OF THE COMMISSIONERS AND MANAGER

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

October 2, 2009

The Honorable Christopher Bragg
Chief Resident District Court Judge
Post Office Box 305
Monroe, NC 28111

Dear Judge Bragg:

We are updating our information regarding the membership roster on the Juvenile Crime Prevention Council. Our records indicate that Judge Joseph Williams was appointed to serve as the Chief District Court Judge's designee on this council.

We would appreciate it if you would confirm in writing that Judge Williams will continue to serve in this capacity until such time as a new designee has been named by the Chief District Court Judge and appointed by the Board of Commissioners. We will be requesting that the Board of Commissioners consider updating the appointments on this council within the next month. After the Board has made the appointment, we will adjust our records to reflect that this appointee will serve until such time as we are notified by the Chief District Court Judge of a change of appointment or designee. Any future change of the designee would require a new appointment by the Board of Commissioners.

Thank you for your assistance in this matter. Should you have any questions, please let me know.

Sincerely,

Lynn G. West, CMC
Clerk to the Board of Commissioners



JCPC
Phillip Tarte to: Lynn West

AGENDA ITEM

15b(5)

MEETING DATE 11/16/09 11/14/2009 08:08 AM

Lynn, I will continue to serve on the JCPC per your letter.
Phillip E. Tarte, MHA
Director, Union County Health Department
704-296-4800



✓

OFFICE OF THE COMMISSIONERS AND MANAGER

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

October 2, 2009

Mr. Phillip Tarte, Director
Union County Health Department
1224 West Roosevelt Boulevard
Monroe, NC 28112

Dear Phillip:

We are updating our information regarding the membership roster on the Juvenile Crime Prevention Council. Our records indicate that you now serve on this council by reason of your position as the Union County Health Director.

We would appreciate it if you would confirm in writing of your continued willingness to serve in this capacity or if you wish to name a designee to serve in this position. We will be requesting that the Board of Commissioners consider updating the appointments on this council within the next month. After the Board has made the appointment, we will adjust our records to reflect that this appointment will serve until such time as we are notified by the Health Director of a change of appointment or designee. Any future change of the designee would require a new appointment by the Board of Commissioners.

Thank you for your assistance in this matter. Should you have any questions, please let me know.

Sincerely,

Lynn G. West, CMC
Clerk to the Board of Commissioners



OFFICE OF THE COMMISSIONERS AND MANAGER

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

AGENDA ITEM

15b(6)
MEETING DATE 11/16/09

October 2, 2009

Ms. Wanda Smith, Director
Union County Parks and Recreation
5213 Harkey Road
Waxhaw, NC 28173

SECOND REQUEST

Dear Wanda:

We are updating our information regarding the membership roster on the Juvenile Crime Prevention Council. Our records indicate that you now serve on this council as the Parks and Recreation representative.

We would appreciate it if you would confirm in writing your continued willingness to serve in this capacity or if you wish to name a designee to serve in this position. We will be requesting that the Board of Commissioners consider updating the appointments on this council within the next month. After the Board has made the appointment, we will adjust our records to reflect that this appointment will serve until such time as we are notified by the Parks and Recreation Director of a change of appointment or designee. Any future change of the designee would require a new appointment by the Board of Commissioners.

Thank you for your assistance in this matter. Should you have any questions, please let me know.

Sincerely,

Lynn G. West, CMC
Clerk to the Board of Commissioners

*I will continue to
serve in this capacity
wmsmith*



400 North Church Street
Monroe NC 28112
Phone 704 296 9898 Fax 704 289 9182
www.ucps.k12.nc.us

AGENDA ITEM
156(7)
MEETING DATE 11/16/09

Dr. Ed Davis – Superintendent

Board of Education

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

October 29, 2009

Ms. Lynn West
Clerk to Board of Commissioners
Union County
500 North Main Street, Room 921
Monroe, NC 28112

Dear Ms. West:

Thank you for your letter of October 2, 2009, regarding the Juvenile Crime Prevention Council membership roster. The new representative for Union County Public Schools will be Dr. Mike Webb, Assistant Superintendent for Building Operations. He will be replacing Dr. Mary Ellis.

Please contact me if you have any questions or need additional information.

Sincerely,

Ed Davis, Ed.D.
Superintendent



STATE OF NORTH CAROLINA
DEPARTMENT OF JUVENILE JUSTICE AND
DELINQUENCY PREVENTION

DISTRICT 20

P O Box 1091

MONROE, NORTH CAROLINA 28111-1091

TELEPHONE (704) 289-4169

AGENDA ITEM

15b(8)

MEETING DATE 11-16-09

Michael F. Easley
GOVERNOR

George L. Sweat
SECRETARY

Larry C. Dix
ASSISTANT SECRETARY
PROGRAM SERVICES WEST

Wesley B. Seamon
AREA ADMINISTRATOR
PROGRAM SERVICES

Jimmy L. Craig
CHIEF COURT COUNSELOR
DISTRICT 20

November 9, 2009

Lynn G. West, CMC
Office of the Commissioners and Manager
500 N. Main Street
Room 921
Monroe, NC 28112

Dear Ms. West:

In response to your letter dated 10/2/09, please be advised that Rebecca Smith will continue to serve as my designee on the Juvenile Crime Prevention Council.

Sincerely,

Jimmy L. Craig
Chief Court Counselor

JC/cth

Eddie Cathey
Sheriff of Union County

AGENDA ITEM

15c(1)

MEETING DATE 11/16/09



3344 Presson Road
Monroe, North Carolina 28112

Telephone: (704) 283-3789
FAX: (704) 292-2700

Email: eddiecathey@co.union.nc.us

October 12, 2009

Mrs. Lynn West, CMC
Clerk to the Board of Commissioners
500 N. Main Street Room 921
Monroe NC 28112

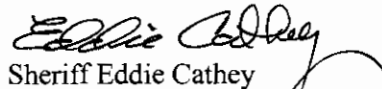
Dear Lynn:

I am in receipt of your letter of October 8, 2009 and thank you for the opportunity to respond.

As Sheriff of Union County, it is my desire and pleasure to remain serving on the Union County Criminal Justice Partnership Advisory Board.

Thank you for all you do as we work together in service to the citizens of Union County.

Sincerely,


Sheriff Eddie Cathey
Union County Sheriff's Office

/jh



OFFICE OF THE COMMISSIONERS AND MANAGER

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

October 8, 2009

Sheriff Eddie Cathey
3344 Presson Road
Monroe, NC 28112

Dear Sheriff Cathey:

We are updating our information regarding the membership roster on the Union County Criminal Justice Partnership Advisory Board. Our records indicate that you now serve on this board by reason of your position as Sheriff of Union County.

We would appreciate it if you would confirm in writing your continued willingness to serve in this capacity for another three-year term or if you wish to name a designee to serve in this position. We will be requesting that the Board of Commissioners consider updating the appointments on this board within the next month. After the Board has made the appointment, we will adjust our records to reflect that this appointment will serve until such time as we are notified by you of a change of appointment or designee. Any future change of the designee would require a new appointment by the Board of Commissioners.

Thank you for your assistance in this matter. Should you have any questions, please let me know.

Sincerely,

Lynn G. West, CMC
Clerk to the Board of Commissioners



Behavioral Health Center
First Step at Carolinas Medical Center-Union

AGENDA ITEM

15c(2)MEETING DATE 11/16/09

October 14, 2009

Ms. Lynne G. West, CMC
Clerk to the Board of Commissioners
500 N. Main St. Room 921
Monroe, NC 28112

Dear Lynne:

I will serve on the Criminal Justice Partnership Advisory Board for another three year term as the mental health representative.

Thank you.

Sincerely,

Marianne Broadway

Marianne Broadway, LPC, LCAS, CCS
Clinical Supervisor



OFFICE OF THE COMMISSIONERS AND MANAGER

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

October 8, 2009

Ms. Marianne Broadway
First Step Recovery
PO Box 5003
Monroe, NC 28111

Dear Marianne:

We are asking the Board of Commissioners to update the appointments on the Union County Criminal Justice Partnership Advisory Board. Please confirm in writing that you wish to continue to serve on this board as the mental health service representative for another three-year term.

Thank you for your assistance in this matter. Should you have any questions, please let me know.

Sincerely,

Lynn G. West, CMC
Clerk to the Board of Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 16 November 09

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

SUBJECT: Approval of Contract with Turning Point for Domestic Abuse Program Services

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

ATTACHMENT(S):
Contract

INFORMATION CONTACT:
Dontae Latson, Director

TELEPHONE NUMBERS:
704-296-4301

DEPARTMENT'S RECOMMENDED ACTION: Approve contract with Turning Point for domestic abuse program services.

BACKGROUND: The Temporary Assistance for Needy Families (TANF) is one of the United States of America's federal assistance programs, administered by the State through local DSS departments . The General Assembly allocates TANF funds to Domestic Violence Programs (TANF-DV). The purpose of these funds is to provide direct services to victims and survivors of domestic violence. The goals of our program are to provide safe shelter for abused persons and to provide effective case management services for abuse victims.

Each year the Union County DSS and our local domestic violence non-profit agency (Turning Point) develop a plan on how these funds will be best utilized in Union County. In previous years, DSS has enjoyed a good working relationship with Turning Point. The plan was approved by the State, and was reviewed by the Union County Social Services Board. An allocation was determined by the State for the County to administer the plan. Our allocation for this fiscal year is \$25,746, which will pay for the cost of the contract.

The following is our process for administering the program:

- *Victims are identified and referred
- *Eligibility is determined by Social Services
- *Eligible families are assisted (may provide assistance with housing, shelter expense, transportation, education expense, counseling, attorney fees and work related expenses)

*Turning Point bills Social Services for cost

*Social Services pays invoice.

FINANCIAL IMPACT: No additional County funding required (no General Fund impact).

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

DEPARTMENT
EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2370

Party/Vendor Name: Turning Point
 Party/Vendor Contact Person: Naomi Herndon Contact Phone: 704-283-9150
 Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
 Address: 530 Patton Ave City: Monroe State: NC Zip: 28110
 Department: Social Services Amount: ~~\$20,746~~ **\$25,746**
 Purpose: Domestic Violence Assistance
 Budget Code(s) (put comma between multiple codes): 10-553101-5381-1450
 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: 7/1/09
 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: _____

Approval by Board **ATTORNEY**
 Approval by Manager (less than \$20,000) This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No
 Approval by Manager per authorization of Board
 Date of Board authorization: _____ Attorney's Signature: _____
 Approval by Manager subject to authorization by Board Date: _____
 Date Board authorization requested: 11/16/09
 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: 10/22/09

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: _____

BUDGET AND FINANCE

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

CLERK

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

COUNTY MANAGER

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

STATE OF NORTH CAROLINA

A G R E E M E N T

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 acting through the Union County Department of Social Services, hereinafter referred to as "Union," and TURNING POINT, INC., a North Carolina non-profit corporation with principal offices in Union County, North Carolina, hereinafter referred to as "Turning Point."

WITNESSETH:

WHEREAS, Union and Turning Point desire to enter a joint endeavor to help develop a violence-free lifestyle for families; and

WHEREAS, the parties desire to reduce their understanding to writing.

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's Department of Social Services ("DSS") shall determine the eligibility of families desiring to participate in the Domestic Violence Services for Families Program (the "Program"). DSS shall communicate to Turning Point the identification of those families eligible to participate.
2. Turning Point shall endeavor to secure one or more of the following services, as needed, for families identified by DSS as eligible to participate in the Program:
 - (a) Housing assistance - which may include relocation expense deposits, rent assistance up to three (3) months, and emergency housing if shelter is unavailable. Lease must be in client's name. Housing cost shall not exceed One Thousand Dollars (\$1,000.00) unless approved by Union's Director of Social Services or his designee (the "Director");
 - (b) Transportation - which may include car repairs, down payments on vehicles, auto insurance. Transportation costs shall not exceed Eight Hundred Dollars (\$800.00) per family unless approved by the Director;

- (c) Education expenses - which may include the cost of tuition and books. Education expenses shall not exceed Four Hundred Dollars (\$400.00) unless approved by the Director;
 - (d) Individual and family adjustment services - which shall not exceed Seventy Five Dollars (\$75.00) per hour for professional staff and Forty Five Dollars (\$45.00) per hour for paraprofessional staff. This includes, but is not limited to, counseling, court advocacy, individual assessments, support groups and parenting class facilitators, etc.;
 - (e) Attorney fees - which shall not exceed One Hundred Twenty Five Dollars (\$125.00) per hour. These fees can be used for any civil action that will enable a victim to be safe and/or economically independent; and
 - (f) Miscellaneous expenses - which shall not exceed Five Hundred Dollars (\$500.00). These expenses may include monies needed to help with supplies for work-related expenses, clothing, and monies to remove barriers to reach the goal of self-sufficiency, as approved by the Director.
3. For goods and services secured by Turning Point pursuant to this Agreement, Turning Point shall invoice Union on a monthly basis. Turning Point shall include with each Turning Point invoice copies of invoices from vendors and/or service providers who have provided goods and/or services to families participating in the Program. Union agrees to pay to Turning Point the amount of such Turning Point invoice provided that the goods and/or services presented for payment have been rendered in strict accordance with the terms of this Agreement. Union shall endeavor to make payment to Turning Point within twenty-one (21) days of receipt of invoice by Director, or his designee. Notwithstanding any other provision of this Agreement to the contrary, amounts expended pursuant to this Agreement shall not exceed Twenty Five Thousand Seven Hundred Forty Six Dollars (\$25,746.00). All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.
4. Turning Point agrees to conduct an annual certified audit on the overall operations which includes a balance sheet, statement of change in fund balance, statement of revenue and expenditures, and a schedule of miscellaneous revenue (gift, donations, client fees, etc.). The report must be on the modified accrual basis of accounting. If another basis is

normally used by Turning Point, then a supporting schedule of the grant program on the modified accrual basis of accounting is acceptable. Three copies of each audit report must be submitted to Union within ninety (90) days following the end of Turning Point's fiscal year. Based upon the audit, any unexpended funds or any expenditures made which are not in accordance with the provision of the contract and/or budget requirements of the State will be refunded within thirty (30) days of notification.

In addition to the requirement of a financial audit above, Turning Point agrees to conduct a compliance audit in accordance with the provisions of OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations," N.C. General Statute 143C-6-23 and the U.S. General Accounting Office's Government Auditing Standards. The completion of the compliance audit and receipt of the audit by Union shall be accomplished no later than 90 days after the close of Turning Point's fiscal year. At least three copies of the audit shall be forwarded to Union.

If financial and compliance audits are not received in a timely manner, payments will be suspended.

Turning Point shall maintain accurate and detailed records, in accordance with generally accepted accounting principles, consistently applied, of all expenditures or costs relating to any work performed pursuant to this agreement, and to maintain all such records for a period of five years or until all audit exceptions have been resolved, whichever is longer. For all work being performed pursuant to this Agreement Union has the right to inspect, examine, and make copies of any and all books, accounts, records and other writings relating to the performance of the work. If the work is being performed on a fixed price basis, Union has the above specified rights for all extra work and/or change orders under this contract.

Such audit rights shall be extended to Union or to any representative designated by Union. Audits shall take place at times and locations mutually agreed upon by both parties, although Turning Point must make the materials to be audited available within one (1) week of the request for them. In the event any such audit concludes that funds provided pursuant to this Agreement have been expended in a manner inconsistent with the provisions of this Agreement, then Turning Point agrees to refund to Union any such funds so expended.

5. In performing the services hereunder, Turning Point shall comply with all laws, rules, regulations, ordinances, codes and actions of the United States of America and of any state or political subdivision thereof or of any other

governmental unit or agency that may now or hereafter be applicable to the performance of the services by Turning Point.

6. This Agreement shall commence July 1, 2009, and continue until May 31, 2010 unless earlier terminated as provided herein. Either party may terminate this Agreement upon not fewer than thirty (30) days written notice to the other party. Union may terminate this Agreement upon less notice in the event State funding of the Program is reduced or eliminated.
7. This Agreement shall not be deemed to create or establish any rights to payment by Union in any third party claiming payment for goods and/or services procured by Turning Point pursuant to this Agreement. Turning Point agrees that Union shall not be liable for any such third party claims, except to the extent of its duty to pay Turning Point hereunder.
8. The parties shall also be bound by the additional terms and conditions in the Contract Addendum and its incorporated attachments, attached and incorporated herein by reference.

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: _____

BY:

Clerk to the Board

County Manager

ATTEST:

TURNING POINT, INC.

BY: _____

BY:

Approved as to Legal Form ____

CONTRACT ADDENDUM

This Addendum shall modify and supersede as indicated certain terms and provisions of the agreement between UNION COUNTY (the "County") and TURNING POINT, INC. ("Contractor"), dated _____ for the provision of Domestic Violence services by Contractor (the "Agreement"). References to the "Parties" shall hereinafter refer to the County and the Contractor collectively.

This Addendum is included in compliance with 9 N.C.A.C. 3M.0703 and contract procedures developed by the North Carolina Division of Social Service. In the event of any inconsistencies between the terms and provisions appearing in the Agreement and those appearing in this Addendum, then this Addendum shall be controlling. It is the intent of the parties that except as amended by this Addendum, which shall be attached to the referenced Agreement, the terms and provisions of the Agreement shall govern the relationship between the parties.

1. **Contract Documents.** The Agreement shall consist of the following documents, which are attached and incorporated herein by reference:

The Domestic Violence Services for Families Program Agreement and any exhibits or attachments identified therein.

This Addendum

Attachment A: General Terms and Conditions

Attachment C: Certification Regarding Drug-Free Workplace Requirements

Attachment D: Conflict of Interest Policy (N/A to governmental entities)

Attachment E: Overdue Taxes (N/A to governmental entities)

Attachment G: Certification Regarding Lobbying

Attachment H: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

Attachment I: Business Associate Addendum (HIPAA)

Attachment K: IRS Federal Tax Exempt Letter or 501(c)

Attachment L: Notice of Certain Reporting and Auditing Requirements

These documents constitute the entire agreement between the Parties and supersede all prior oral and/or written statements or agreements. If there are subsequent contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

2. **Contractor's Tax ID No.:**

3. **Contractor's Fiscal Year End Date:** December

4. **Contractor's Status:** Public Private for Profit Private Nonprofit

5. **Contract Administrators:** All notices permitted or required to be given by one party to the other and all questions about the contract from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the parties' respective initial Contract Administrators are set out below. Either party may change the name, post office

address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Dontae Latson, Director	Name & Title	Dontae Latson, Director
County	Union County DSS	County	Union County DSS
Mailing Address	1212 W. Roosevelt Blvd.	Mailing Address	1212 W. Roosevelt Blvd.
City, State, Zip	Monroe, NC 28110	City, State, Zip	Monroe, NC 28110
Telephone	704-296-4300		
Fax	704-296-6151		
Email			

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Naomi Herndon, Director	Name & Title	Naomi Herndon, Director
Company Name	Turning Point, Inc.	Company Name	Turning Point, Inc.
Mailing Address	530 Patton Ave.	Mailing Address	530 Patton Ave.
City State Zip	Monroe, NC 28110	City State Zip	Monroe, NC 28110
Telephone	704-283-9150		
Fax			
Email			

6. Maximum Contract Amount and Funding Source(s):

The total amount paid by the County to the Contractor under this contract shall not exceed \$25,746.00. This amount consists of:

- Federal funds. Amount, or percentage, & CFDA# if known: \$25,746.00
- State funds. Amount, or percentage, if known: _____
- County funds. Amount, or percentage, if known: _____
- Other: _____. Amount, or percentage, if known: _____

Matching Requirements from Contractor:

- There are no matching requirements from the Contractor.

7. Unit Pricing. For purposes of this Agreement, a unit or unit of service, is defined as:

see contract

Total number of units contracted for: _____ Price per unit: _____

8. Applicable SIS Code(s):

9. Service Area/Delivery Site. Contractor shall provide the services described in this Agreement to the following areas and/or at the following location(s): see contract

10. **Reporting Requirements:** Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular A-133.
11. **Access to Persons and Records.** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions. All Contractor's records related to this Agreement shall be open to inspection and copying by the County. Contractor shall provide such records to the County within fifteen (15) days of the County's request to inspect and/or copy. Contractor agrees to participate in program, fiscal and administrative monitoring or audits, making records and staff time available to federal, State and County staff. Contractor agrees to take necessary steps for corrective action, as negotiated within a corrective action plan, for any items found to be out of compliance with Federal and State laws, regulations, standards and/or terms of this contract.

IF NOT ALREADY PROVIDED IN THE AGREEMENT:

12. **Contract Duration, Effective Date, and Date of Termination.**
 Effective Date: July 1, 2009
 Date of Termination: May 31, 2010
13. **Schedule and Terms of Payment.** - See Contract

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Addendum to be duly executed, this day and year first above written. The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. The Contractor and the County have executed the Contract and this Addendum in duplicate originals, with one original being retained by each party.

ATTEST

TURNING POINT, INC.

(Printed/Typed Name and Title)

(Printed/Typed Name and Title)

DATE: _____

ATTEST

UNION COUNTY

Lynn West, Clerk to the Board

Alfred W. Greene, County Manager

DATE: _____

Approved as to Legal Form ___

**Attachment A
General Terms and Conditions**

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees, and agents free and harmless from and against any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind arising out of any act or omission of the Contractor, its employees, officers, and agents in connection with this contract and/or the performance of this contract. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$25,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their

personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless

superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will

safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions. All Contractor's records related to this contract shall be open to inspection and copying by the County. Contractor shall provide such records to the County within one week of the County's request to inspect and/or copy.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions

include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material

parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Union County Department of Social Services

- I. By execution of this Agreement the Contractor certifies that it will 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 Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor'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 be engaged in the performance of the agreement 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 agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 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; 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; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. (Street address)

(City, county, state, zip code)

2. (Street address)

(City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment 45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Signature Title

Agency/Organization Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D

Conflict of Interest Policy

Instructions: This document is intended as an aid to assist non-State entities in establishing a conflict of interest policy. It is not intended to be used verbatim, but rather to serve as a template for nongovernmental organizations as they craft their individual conflict of interest policy. This example includes definitions of what is considered unacceptable, and the consequences of any breaches thereof. Each organization that chooses to use this template should take care to make changes that reflect the individual organization.

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of

interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of _____

I, _____, Notary Public for said County and State, certify that

_____ personally appeared before me this day and acknowledged

that he/she is _____ of _____
[enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the _____ day of _____, _____.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

ATTACHMENT E - OVERDUE TAXES

Instructions: Grantee should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the Union County Department of Social Services.

Entity's Letterhead

_____ [Date of Certification (mmddyyyy)]

To: Union County Department of Social Services

Certification:

We certify that the Turning Point, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1.

Sworn Statement:

_____ [Name of Board Chair] and
_____ [Name of Second Authorizing Official]
being duly sworn, say that we are the Board Chair and
_____ [Title of the Second Authorizing Official],
respectively, of Turning Point, Inc. of _____ [City] in the State of
_____ [Name of State]; and that the foregoing
certification is true, accurate and complete to the best of our knowledge and was
made and subscribed by us. We also acknowledge and understand that any
misuse of State funds will be reported to the appropriate authorities for further
action.

Board Chair

_____ [Signature of Second Authorizing Official] _____ [Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal) My Commission Expires: _____

Attachment G

UNION COUNTY DEPARTMENT OF SOCIAL SERVICES

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:
Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

UNION COUNTY DEPARTMENT OF SOCIAL SERVICES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the

certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT I

UNION COUNTY DEPARTMENT OF SOCIAL SERVICES BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2009, by and between Union County ("Covered Entity") and Turning Point, Inc. ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity (acting through its Department of Social Services) and Business Associate are parties to a contract entitled Agreement and dated _____ (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. The Union County Department of Social Services is an organizational unit of Union County that has been designated in whole or in part by the County as a health care component for purposes of the HIPAA Privacy and Security Rules.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy and Security Rules.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy and Security Rules provision that a covered entity may disclose electronic protected health information or other protected health information to a business associate, and may allow a business associate to create or receive electronic protected health information or other protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- b. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- c. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- d. "Privacy and Security Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information set out in 45 CFR part 160 and part 164, subparts A and E.
- e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

- h. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304.
- i. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy and Security Rules.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose electronic protected health information or other protected health information other than as permitted or required by this Agreement or as required by law.
- b. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information and other protected health information that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Privacy and Security Rules.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of electronic protected health information or other protected health information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity (i) any use or disclosure of electronic protected health information or other protected health information not provided for by this Agreement of which it becomes aware and (ii) any security incident of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic protected health information and/or other protected health information received from, or created or received by Business Associate on behalf of Covered Entity (i) agrees to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, and (ii) agrees to implement reasonable and appropriate safeguards to protect such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to electronic protected health information and other protected health information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of Covered Entity, to make any amendment(s) to electronic protected health information and other protected health information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures concerning electronic protected health information and other protected health information, relating to the use and disclosure of electronic protected health information and other protected health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- i. Business Associate agrees to document such disclosures of electronic protected health information and other protected health information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of electronic protected health information and other protected health information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose electronic protected health information and other protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy and Security Rules if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use electronic protected health information and other protected health information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose electronic protected health information and other protected health information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are required by law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use electronic protected health information and other protected health information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose electronic protected health information or other protected health information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy and Security Rules.

c. Effect of Termination.

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all electronic protected health information and other protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to electronic protected health information and other protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the electronic protected health information or other protected health information..
- 2) In the event that Business Associate determines that returning or destroying the electronic protected health information or other protected health information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such electronic protected health information and other protected health information and limit further uses and disclosures of such electronic protected health information and other protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such electronic protected health information and other protected health information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy and Security Rules shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy and Security Rules.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURES:

Turning Point, Inc.

Union County

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

To learn more about non profits, visit www.irs.gov, or call the tax-exempt helpline at 877-829-4933.

How does a Private Non Profit obtain Tax Exempt Status?

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

Attachment L
Notice of Certain Reporting and Audit Requirements

Grantees, local governments, public authorities, and subgrantees shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.

The Contractor's fiscal year runs from _____ to _____.

Grantees

The applicable prescribed requirements are found in the Office of the State Auditor's Audit Advisory #ADV-2005-001, North Carolina General Statute 143C-6-22 & 23 and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005. The Office of State Auditor's Audit Advisory #ADV-2005-001, additional policy statements, access to the Grants Information Center and forms are available on the State Auditor's Internet web site at www.ncauditor.net. From the home page select "Grants". Select the "Regulations" tab for the standards and the "Forms" tab to download forms as needed.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

- Level 1: Less than \$25,000
- Level 2: At least \$25,000 but less than \$500,000
- Level 3: \$500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving \$500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

All annual grantee reports required by G.S. 143C-6-23 must be entered online in the Grants Information Center. The GIC will automatically place your organization on the Noncompliance list if your reports have not been entered into the GIC by your required due date.

To access the GIC go to www.ncauditor.net and click on the GIC icon located under the Grants button at the top of the page. You must set up a NCID and password to access GIC. For questions about your NCID and password, contact [Cheryl Baggett-Pounds@ncauditor.net](mailto:Cheryl_Baggett-Pounds@ncauditor.net)

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

- Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
- The summary will show all the grants contained in the GIC that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant. Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.
- If you have questions, need help in resolving any differences between your records and GIC or need corrections to be made to the data you enter, send an e-mail to the OSA administrator and ask for help.

Any grantee that **does not have internet capabilities** may file a hard copy of the required reports. The Office of the State Auditor staff will enter the data for these grantees into the GIC. Go to

www.ncauditor.net, "grants," "grants home", "forms" and download the forms. Grantees should send the hard copy reports and yellow book audits directly to:

Mail to: The Office of the State Auditor
Attention: Grants Compliance Reporting
20601 Mail Service Center
Raleigh, NC 27699-0601

Or direct delivery to: 2 South Salisbury Street
Raleigh, NC 27603

IMPORTANT NOTE FOR AUDITS

If you expend more than \$500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than \$500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

Please send the required audit to the following address:

Mail to: DHHS Office of the Controller
Attention: Audit Resolution
2019 Mail Service Center
Raleigh, NC 27699-2019

Or direct delivery to: 1050 Umstead Drive
Raleigh, NC 27606

Local Governments and Public Authorities

All local governments and public authorities subject to G.S. 159, The Local Government Budget and Fiscal Control Act, must have an audit performed in accordance with generally accepted auditing standards (GAAS).

Local governments and public authorities that expend \$100,000 or more in combined federal or State financial assistance must have an audit performed in accordance with Government Auditing Standards (GAGAS).

Local governments and public authorities that expend \$500,000 or more in federal financial assistance and/or expend \$500,000 or more in state financial assistance must have a single audit performed in accordance with OMB Circular No. A-133.

Subgrantees

A non-State entity as defined in G.S. 143C-1-1 (18) that disburses or transfers any of its State funds, including federal funds that flow through the State Treasury, to a nongovernmental subgrantee should require such subgrantee to file with it similar reports and statements as required by G.S. 143-6-23. If such funds include pass-through federal funds, it should also require the subgrantee to comply with the applicable requirements of OMB Circular A-133. The reports required of the subgrantee should be submitted to the non-State entity for monitoring purposes. A nongovernmental entity receiving State funding from non-State entities must follow the requirements as set forth in its contract with such non-State organizations.

Equipment Purchased with Contract Funds:

Title to equipment costing in excess of \$500.00 acquired by the Contractor with funds from this contract shall vest in the Contractor, subject to the following conditions.

- A. The Contractor shall use the equipment in the project or program for which it was acquired as long as needed. When equipment is no longer needed for the original project or program or if operations are discontinued, or at the termination of this contract the Contractor shall contact the Division for written instructions regarding disposition of equipment.
- B. With the prior written approval of the Division, the Contractor may use the equipment to be replaced as trade-in against replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement equipment.
- C. For equipment costing in excess of \$500.00, equipment controls and procedures shall include at a minimum the following:
 1. Detailed equipment records shall be maintained which accurately include the:
 - a. Description and location of the equipment, serial number, acquisition date/cost, useful life and depreciation rate;
 - b. Source/percentage of funding for purchase and restrictions as to use or disposition; and
 - c. Disposition data, which includes date of disposal and sales price or method used to determine fair market value.
 2. Equipment shall be assigned a control number in the accounting records and shall be tagged individually with a permanent identification number.
 3. Biennially, a physical inventory of equipment shall be taken and results compared to accounting and fixed asset records. Any discrepancy shall immediately be brought to the attention of management and the governing board.
 4. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and shall provide for full documentation and investigation of any loss or theft.
 5. Adequate maintenance procedures shall be implemented to ensure that equipment is maintained in good condition.
 6. Procedures shall be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts shall be conducted on a periodic basis, preferably at least annually.
- D. The Contractor shall ensure all subcontractors are notified of their responsibility to comply with the equipment conditions specified in this section.

Reporting Requirements of N. C. General Statute 143C-6.23

Use these charts to determine GS 143C-6.23 reporting requirements.

Total Funds from All State Agencies	Reports Due (Key all reports into the Grants Information Center, except for audits which are mailed to the Office of the State Controller and the NC Department of Health and Human Services (DHHS).)	Reports Due Date
Level 1 \$1 - \$24,999	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of < \$25,000.* 	Within 6 months of entity's fiscal year end
Level 2 \$25,000 - \$499,999	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of >= \$25,000 • Schedule of Receipts and Expenditures* • Program Activities and Accomplishments 	Within 6 months of entity's fiscal year end
Level 3 \$500,000 or more	<ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of >= \$25,000 • Audit [A-133 Single Audit if >= \$500,000 in federal funds or Yellow Book Audit] • Schedule of Federal and State Awards (May be included in the audit) • Program Activities and Accomplishments 	Within 9 months of entity's fiscal year end

Use this chart to determine where to send copies of GS 143C-6.23 reports.

<p>Grantees receiving \$500,000 or more must send one copy of each audit report to DHHS.</p>	<p>Mail to: DHHS Office of the Controller Attention: Audit Resolution 2019 Mail Service Center Raleigh, NC 27699-2019</p> <p>Or direct delivery to: 1050 Umstead Drive Raleigh, NC 27606</p>
<p>Grantees receiving \$500,000 or more must send one copy of each audit report to the State Auditor.</p> <p>In addition, grantees filing manual reports must send the completed reports to the State Auditor.</p>	<p>Mail to: Office of the State Auditor Attention: Grants Compliance Reporting 20601 Mail Service Center Raleigh, NC 27699-0601</p> <p>Or direct delivery to: 2 South Salisbury Street Raleigh, NC 27603</p>

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 16 November, 2009

Action Agenda Item No. 4/16

(Central Admin. use only)

SUBJECT: Approve Contract Amendment with Union Smart Start for Additional Funding for the Smart Start In-Home Parenting Program

DEPARTMENT: Department of Social Services

PUBLIC HEARING: No

ATTACHMENT(S):

1. AMENDMENT #1
2. Union Smart Start Budget Change Sheet
3. Budget Amendment

INFORMATION CONTACT:

Dontae Latson, Director

TELEPHONE NUMBERS:

704-296-4301

DEPARTMENT'S RECOMMENDED ACTION: Approve Amendment #1 to the Financial Assistance Contract between Union Smart Start and the Union County DSS, and approve Budget Amendment to accept \$18,647 in additional funds

BACKGROUND: During the July 20 Board of Commissioners Meeting, the Board approved a \$27,971 contract for the Union County Department of Social Services to contract with the Union County Smart Start to provide the In-Home Parenting program for Work First clients. This \$18,647 amendment represents pass-through funds from the Smart Start program to DSS. These funds will be added to the budget, providing a total of \$46,618 for the program.

The purpose of the amendment is to provide the funding appropriated by the Legislature and allocated to Union County Smart Start by the North Carolina Partnership for Children. Because the Legislature was still meeting when the Smart Start Board approved the contracts, they contracted with DSS at 60% of last year's appropriation for the In-Home program, and this Contract Amendment represents the balance needed by DSS and allocated by the State.

The Union County Smart Start Board administers Federal and State funds for early childhood development purposes, and typically contracts with local service providers. DSS has a contract with Smart Start to provide one Family Support Specialist to perform in-home parenting services for Work First clients. DSS also administers the Work First program, which requires that the clients participate in certain activities such as the In-Home Parenting program in order to receive Work First public assistance payments. The Family Support Specialist teaches basic skills such as parenting, child development, budgeting, household management and crisis management.

The Specialist also identifies needed services such as dental care, speech therapy and other community services for small children served by the Smart Start program.

FINANCIAL IMPACT: The contract amount is being increased \$18,647, from \$27,971 to a new total of \$46,618. As these funds are "pass-through" funds from the State, no funds are required from County sources.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

AMENDMENT #I
CONTRACT #10-233

This agreement amends the contract between **Union Smart Start** and the **Union County Department of Social Services**, hereinafter referred to as the "Contractor." This Amendment is hereby effective on October 15, 2009.

As provided for under the terms of this contract, Union Smart Start and the Contractor agree to amend the following provisions:

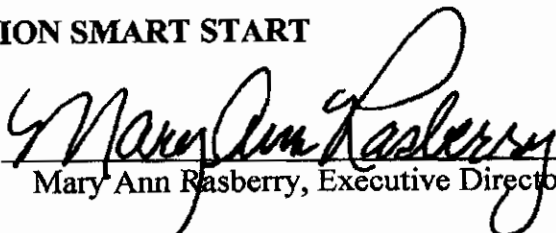
Reference Part 18. "Amount of Reimbursement": The not-to-exceed amount is being increased by **\$18,647.00** from **\$27,971.00** to **\$46,618.00**.

Reference Part 2. "Effective Period": Termination of contract extended from December 31, 2009 to June 30, 2010.

All other terms and conditions as set forth in the original Contract document shall remain in effect for the duration of this Contract.

IN WITNESS WHEREOF, Union Smart Start and the Contractor have executed this amendment in duplicate originals, one to be retained by Union Smart Start and one by the Contractor.

UNION SMART START

By: 
Mary Ann Rasberry, Executive Director

Date 10/14/09

UNION COUNTY DEPARTMENT OF SOCIAL SERVICES

By: 
Dontae Latson, Director

Date 10/20/09

UNION COUNTY

By: _____
Alfred W. Greene, County Manager

Budget Change Sheet

Local Partnership: Union Smart Start

Fiscal Year:2009-2010 Amendment #: II Revision #:

Direct Service Provider: Union County DSS

Effective Date:10/15/09

Purpose/Service Code -5506

Activity: Smart Start In-Home Parenting

Activity ID: 233

Approval Auth. Status:

		Budget Amount Prior to change	Amount Changed	New Amount
5100	11) Personnel	\$0.00	\$0.00	\$0.00
5200	12) Contracted Professional Services	\$24,728.00	\$16,485.00	\$41,213.00
5000	13) Total Personnel/Contracted Services	\$24,728.00	\$16,485.00	\$41,213.00
5310	14) Office Supplies & Materials	\$720.00	\$480.00	\$1,200.00
5380	15) Service Related Supplies	\$198.00	\$132.00	\$330.00
5300	16) Total Supplies & Materials Costs	\$918.00	\$612.00	\$1,530.00
5410	17) Travel	\$1,800.00	\$1,200.00	\$3,000.00
5420	18) Communications & Postage	\$0.00	\$0.00	\$0.00
5430	19) Utilities	\$0.00	\$0.00	\$0.00
5440	20) Printing and Binding	\$0.00	\$0.00	\$0.00
5450	21) Repair and Maintenance	\$0.00	\$0.00	\$0.00
5460	22) Meeting/Conference Expense	\$300.00	\$200.00	\$500.00
5470	23) Employee Training (no travel)	\$195.00	\$130.00	\$325.00
5480	24) Advertising and Outreach	\$0.00	\$0.00	\$0.00
5490	25) Board Member Expense	\$0.00	\$0.00	\$0.00
5399	26) Total Non-Fixed Operation Expenses	\$2,295.00	\$1,530.00	\$3,825.00
5510	27) Office Rent (Land, Buildings, Etc.)	\$0.00	\$0.00	\$0.00
5520	28) Furniture Rental	\$0.00	\$0.00	\$0.00
5530	29) Equipment Rental (Phones, Computers, etc.)	\$0.00	\$0.00	\$0.00
5540	30) Vehicle Rental	\$0.00	\$0.00	\$0.00
5550	31) Dues, Subscriptions and Fees	\$30.00	\$20.00	\$50.00
5560	32) Insurance & Bonding	\$0.00	\$0.00	\$0.00
5570	33) Book/Library Reference Materials	\$0.00	\$0.00	\$0.00
5580	34) Mortgage Interest and Bank Fees	\$0.00	\$0.00	\$0.00
5590	35) Other Expenses	\$0.00	\$0.00	\$0.00
5499	36) Total Fixed Charges & Other Expenses	\$30.00	\$20.00	\$50.00
5630	39) Furniture/Non-Computer Eqpt. \$500 + per item	\$0.00	\$0.00	\$0.00
5640	40) Computer Equipment/Printers, \$500+ per item	\$0.00	\$0.00	\$0.00
5650	41) Furniture/Eqpt. under \$500 per item	\$0.00	\$0.00	\$0.00
5599	42) Total Property & Equipment Outlay	\$0.00	\$0.00	\$0.00
6100	43) Purchases of Services	\$0.00	\$0.00	\$0.00
6200	44) Contracts with Services Providers	\$0.00	\$0.00	\$0.00
6600	45) Stipends/Scholarships	\$0.00	\$0.00	\$0.00
6700	46) Cash Grants and Awards	\$0.00	\$0.00	\$0.00
6900	47) Non-Cash Grants and Awards	\$0.00	\$0.00	\$0.00
5999	48) Total Services/Contracts/Grants	\$0.00	\$0.00	\$0.00
TOTAL BUDGETED EXPENDITURES		\$27,971.00	\$18,647.00	\$46,618.00

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 16, 2009

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

SUBJECT: ADDITIONAL WIC FUNDING

DEPARTMENT: HEALTH

PUBLIC HEARING: No

ATTACHMENT(S):

Budgetary Estimate
Budget Ordinance Amendment #20

INFORMATION CONTACT:

Phillip Tarte

TELEPHONE NUMBERS:

704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Adopt Budget Ordinance Amendment #20.

BACKGROUND: The WIC (Women, Infants, and Children) Program, also called the Special Supplemental Nutrition Program, is a federal program designed to provide food to low-income pregnant, postpartum and breastfeeding women, along with infants and children until age five. The program provides a combination of nutrition education, supplemental foods, breastfeeding promotion and support, and referrals for health care. WIC has proven effective in preventing and improving nutrition-related health problems within its population.

The United States Department of Agriculture (USDA) funds the WIC Program. The North Carolina Department of Health and Human Services, Division of Public Health, Women's and Children's Health Section, Nutrition Services Branch (NSB) administers the program for the State. Funding is allocated to Union County from the NSB based on the number of WIC participants. There is a standard formula used, which is currently \$15.00 per participant.

The additional \$79,040 in funding received for FY 09-10 by the Union County WIC Program is due to two factors. First, the WIC caseload for Union County has increased. Second, the per participant rate has also increased for FY 09-10. The combined impact of these two factors has contributed to additional funding of \$79,040 for the WIC Program in FY 09-10.

These funds will be allocated throughout the WIC Program to go towards personnel time, outreach, medical supplies, office supplies, educational materials for participant nutrition education, staff training, breastfeeding supplies, etc.

FINANCIAL IMPACT: These funds will have no financial impact to Union County.

Increase revenue:

10451152-4316-13602: \$79,040

Increase expenditures:

10551152-5239-13602: \$ 3,000

10551152-5260-13602: \$74,040

10551152-5325-13602: \$ 500

10551152-5383-13602: \$ 200

10551152-5392-13602: \$ 300

10551152-5397-13602: \$ 1,000

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Union County Health Department
1224 W. Roosevelt Blvd.
Monroe, NC 28110
704-296-4800

Facsimile Transmittal

To: Lynn West	Fax: 704-282-0121
From: Cynthia Fisher	Date: 10/29/2009
Phone: 704-296-4803	Pages: 5
Re: Attachments for Agenda Abstract	
<input checked="" type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

Notes:

Lynn,

Here are the attachments for the Agenda Abstract entitled "Add'l WIC \$" that requests the approval of Budget Amendment #20.

If you have any questions, please let me know.

Thanks,

Cynthia



**North Carolina Department of Health and Human Services
Division of Public Health • Office of the State Health Director
1931 Mail Service Center • Raleigh, North Carolina 27699-1931**

Beverly Eaves Perdue, Governor
Lanier M. Cansler, Secretary

Jeffrey P. Engel, M.D.
State Health Director

Memorandum

Date: October 14, 2009
To: Local Health Directors
Attention: WIC Director
From: *Kim Lovenduski*
Kim Lovenduski
Operations Manager
Nutrition Services Branch
Re: SFY 09-10 WIC Allocation Increase and Budget Revisions

We are pleased to announce that we are allocating additional SFY 09-10 WIC funding to local agencies. Increases are being issued to counties serving greater than 100% of their base caseload and a rate per participant increase is being offered to all local agencies.

(1) Base Caseload Increases

Agencies currently serving greater than 100% of their average base caseload will receive additional funds, and their base caseload will change to the most recent month's average.

(2) Per Participant Rate Increase

The base rate per participant is being increased by \$1.25, from \$13.75 per participant to \$15.00.

A copy of the Budgetary Estimate and a copy of the Revised Base Caseload is attached. Most of the funds have been allocated in client services, but we have allocated funds in nutrition education as well if this increase caused the agency to have less than 20% of the overall budget in nutrition education. Local agencies will likely need to submit a budget revision to reallocate funds across the four WIC program areas. A Budget Revision Form is attached.

Please note that an e-mail was sent to the Health Director's List Serve on September 29, 2009, which indicated that we would only be able to submit budget revisions for local agencies one-time per month. This requirement has been re-evaluated. We will not be limited to completing budget revisions one time per month. However, the year end deadlines will continue to be required (May 1st for each State Fiscal Year close-out and September 1st for Federal Fiscal Year close-out).

We appreciate all of your contributions to the WIC program. Should you have any questions, please contact me at 919-707-5750.

cc: Regional Nutrition Consultants



North Carolina Public Health
Working for a healthier and safer North Carolina
Everywhere. Everyday. Everybody.



Location: 5605 Six Forks Rd., 1st Floor, • Raleigh, N.C. 27609-3811
An Equal Opportunity Employer

Revised WIC Base Caseload - October 14, 2009

Agency Name	Revised Base Caseload	Agency Name	Revised Base Caseload
Alamance	4,517	Johnston	3,770
Albemarle	3,889	Jones	402
Alexander	897	Lee	2,141
Anson	925	Lenoir	2,043
Appalachian DHD	4,011	Lincoln	2,078
Beaufort	1,866	Macon	1,121
Bladen	1,403	Madison	545
Brunswick	2,592	Martin-T-W	1,824
Buncombe	5,507	Mecklenburg	21,802
Burke	2,587	Montgomery	1,385
Cabarrus	5,239	Moore	2,218
Caldwell	2,466	Nash	3,067
Carteret	1,358	New Hanover	4,032
Caswell	632	Northampton	873
Catawba	4,277	Onslow	7,644
Cherokee	867	Pamlico	396
Clay	300	Pender	1,390
Cleveland	2,988	Person	1,180
Columbus	2,412	Pitt	4,908
Craven	3,727	Randolph	4,278
Cumberland	14,509	Richmond	2,282
Dare	892	Robeson	5,309
Davidson	4,353	Rockingham	2,595
Davie	896	Rowan	3,761
Edgecombe	2,473	RPM	4,140
Forsyth	11,771	Sampson	1,949
Franklin	1,622	Scotland	1,829
Gaston	5,627	Stanly	1,614
Graham	343	Stokes	1,055
Gran-Vance	3,455	Surry	2,247
Greene	1,024	Swain	408
Guilford	13,424	Toe River	1,605
Harnett	3,084	Transylvania	800
Haywood	1,386	Union	4,373
Henderson	2,699	Wake	18,735
Hertford	1,017	Warren	808
Hoke	1,723	Wayne	4,534
Hyde	191	Wilson	3,251
Iredell	4,326	Yadkin	1,296
Jackson	885	TOTAL	257,804

Highlight represents counties with an increased base caseload

N.C. Division of Public Health

Budgetary Estimate to Local Health Departments, SFY 09-10

Original

Activity #403

Revision# 5

ROW 1	Fund/RCC/FRC 1640-5403-GK	Fund/RCC/FRC 1640-5403-GA	Fund/RCC/FRC 1640-5404-GK	Fund/RCC/FRC 1640-5404-GA	Fund/RCC/FRC 1640-5405-GK	Fund/RCC/FRC 1640-5405-GA	Fund/RCC/FRC 1640-5407-GK	Fund/RCC/FRC 1640-5407-GA	Total of All
	Payment Period - 07/09 10/09	Payment Period - 11/09-06/10	Payment Period - 07/09 10/09	Payment Period - 11/09-06/10	Payment Period - 07/09-10/09	Payment Period - 11/09-09/10	Payment Period - 07/09- 10/09	Payment Period - 11/09 06/10	
	Service Period - 06/09 09/09	Service Period - 10/09-05/10	Service Period - 06/09 09/09	Service Period - 10/09-05/10	Service Period - 06/09-09/09	Service Period - 10/09-06/10	Service Period - 06/09-09/09	Service Period - 10/09 05/10	
COUNTY									Sources
54 LENOIR		\$21,200		\$0					\$21,200
55 LINCOLN		\$22,870		\$0					\$22,870
56 MACON		\$8,968		\$2,242					\$11,210
57 MADISON		\$5,450		\$0					\$5,450
D4 MAR-TYR-WASH		\$22,688		\$5,672					\$28,360
60 MECKLENBURG		\$252,728		\$80,772					\$333,500
62 MONTGOMERY		\$13,850		\$0					\$13,850
63 MOORE		\$37,808		\$9,452					\$47,260
64 NASH		\$54,210		\$0					\$54,210
65 NEW HANOVER		\$32,696		\$8,174					\$40,870
66 NORTHAMPTON		\$8,730		\$0					\$8,730
67 ONSLOW		\$61,152		\$15,288					\$76,440
69 PAMLICO		\$3,168		\$792					\$3,960
71 PENDER		\$13,900		\$0					\$13,900
73 PERSON		\$15,430		\$0					\$15,430
74 PITT		\$57,110		\$0					\$57,110
76 RANDOLPH		\$42,780		\$0					\$42,780
77 RICHMOND		\$20,747		\$2,073					\$22,820
78 ROBESON		\$51,800		\$12,950					\$64,750
79 ROCKINGHAM		\$31,560		\$0					\$31,560
80 ROWAN		\$39,920		\$0					\$39,920
D5 R-P-M		\$41,400		\$0					\$41,400
82 SAMPSON		\$19,490		\$0					\$19,490
83 SCOTLAND		\$14,632		\$3,658					\$18,290
84 STANLY		\$20,481		\$5,119					\$25,600
85 STOKES		\$8,440		\$2,110					\$10,550
86 SURRY		\$22,470		\$0					\$22,470
87 SWAIN		\$3,485		\$595					\$4,080
D6 TOE RIVER		\$15,302		\$3,278					\$18,580
88 TRANSYLVANIA		\$14,270		\$0					\$14,270
90 UNION		\$78,040		\$0					\$78,040
92 WAKE		\$245,980		\$0					\$245,980
93 WARREN		\$7,131		\$949					\$8,080
96 WAYNE		\$45,340		\$0					\$45,340
98 WILSON		\$26,008		\$6,602					\$32,610
99 YADKIN		\$12,980		\$0					\$12,980
TOTALS BY CENTER	\$0	\$2,871,824	\$0	\$288,568	\$0	\$0	\$0	\$0	\$3,161,390
CHECK GRAND TOTAL									\$3,161,390

Kimberly K. Kovendushki
 Signature and Date - DPH Program Administrator

 Signature and Date - Division of Public Health Budget Officer

 Signature and Date - DPH Section Chief

N.C. Division of Public Health

Budgetary Estimate to Local Health Departments, SFY 09-10

Original

Activity #403

Revision# 5

ROW 1	Fund/RCC/FRC	Fund/RCC/FRC	Fund/RCC/FRC	Fund/RCC/FRC	Fund/RCC/FRC	Fund/RCC/FRC	Fund/RCC/FRC	Fund/RCC/FRC	Total of All
	1540-5403-GK	1540-5403-GA	1540-5403-GK	1540-5403-GA	1540-5403-GK	1540-5403-GA	1540-5403-GK	1540-5403-GA	
	Payment Period - 07/09-10/09	Payment Period - 11/09-08/10	Payment Period - 07/09-10/09	Payment Period - 11/09-08/10	Payment Period - 07/09-10/09	Payment Period - 11/09-08/10	Payment Period - 07/09-10/09	Payment Period - 11/09-08/10	
	Service Period - 06/09-09/09	Service Period - 10/09-05/10	Service Period - 06/09-09/09	Service Period - 10/09-05/10	Service Period - 06/09-09/09	Service Period - 10/09-05/10	Service Period - 06/09-09/09	Service Period - 10/09-05/10	Sources
COUNTY									
01 ALAMANCE		\$53,384		\$13,346					\$66,730
D1 ALBEMARLE REG		\$38,690		\$0					\$38,690
02 ALEXANDER		\$8,970		\$0					\$8,970
04 ANSON		\$9,250		\$0					\$9,250
D2 APPALACHIAN		\$32,088		\$8,022					\$40,110
07 BEAUFORT		\$19,430		\$0					\$19,430
09 BLADEN		\$12,898		\$3,224					\$16,122
10 BRUNSWICK		\$20,736		\$5,184					\$25,920
11 BUNCOMBE		\$55,070		\$0					\$55,070
12 BURKE		\$33,240		\$0					\$33,240
13 CABARRUS		\$52,390		\$0					\$52,390
14 CALDWELL		\$31,370		\$0					\$31,370
16 CARTERET		\$13,580		\$0					\$13,580
17 CASWELL		\$5,058		\$1,284					\$6,320
18 CATAWBA		\$42,770		\$0					\$42,770
20 CHEROKEE		\$8,670		\$0					\$8,670
22 CLAY		\$2,400		\$600					\$3,000
23 CLEVELAND		\$34,288		\$8,572					\$42,860
24 COLUMBUS		\$19,298		\$4,824					\$24,122
25 CRAVEN		\$38,370		\$0					\$38,370
26 CUMBERLAND		\$180,807		\$14,883					\$195,690
28 DARE		\$7,136		\$1,784					\$8,920
29 DAVIDSON		\$53,540		\$0					\$53,540
30 DAVIE		\$8,488		\$2,122					\$10,610
33 EDGECOMBE		\$19,784		\$4,946					\$24,730
34 FORSYTH		\$145,430		\$0					\$145,430
35 FRANKLIN		\$16,990		\$0					\$16,990
38 GASTON		\$71,944		\$17,986					\$89,930
38 GRAHAM		\$3,430		\$0					\$3,430
D3 GRAN-VANCE		\$42,690		\$0					\$42,690
40 GREENE		\$8,192		\$2,048					\$10,240
41 GUILFORD		\$154,648		\$38,882					\$193,310
43 HARNETT		\$30,840		\$0					\$30,840
44 HAYWOOD		\$21,450		\$0					\$21,450
45 HENDERSON		\$25,897		\$6,153					\$32,050
46 HERTFORD		\$10,170		\$0					\$10,170
47 HOKE		\$15,896		\$3,974					\$19,870
48 HYDE		\$1,673		\$237					\$1,910
49 IREDELL		\$47,330		\$0					\$47,330
50 JACKSON		\$9,720		\$2,430					\$12,150
51 JOHNSTON		\$41,111		\$9,239					\$50,350
52 JONES		\$6,000		\$0					\$6,000
53 LEE		\$21,520		\$440					\$21,960

BUDGET AMENDMENT

BUDGET Health REQUESTED BY Phillip Tarte
 FISCAL YEAR FY2010 DATE November 16, 2009

INCREASE

Description

Operating Expenses 79,040
Federal Revenue 79,040

DECREASE

Description

Explanation: Appropriate additional federal revenue for Health Department. These funds will be used to increase the WIC Client Services Program.

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>10551152-5239-13602</u>	<u>Medical Supplies</u>	<u>3,000</u>	<u>10451152-4316-13602</u>	<u>Federal Revenue</u>	<u>79,040</u>
<u>10551152-5260-13602</u>	<u>Printing & Office Supplies</u>	<u>74,040</u>			
<u>10551152-5325-13602</u>	<u>Postage</u>	<u>500</u>			
<u>10551152-5383-13602</u>	<u>Medical Services</u>	<u>200</u>			
<u>10551152-5392-13602</u>	<u>Laundry Services</u>	<u>300</u>			
<u>10551152-5397-13602</u>	<u>Incentives</u>	<u>1,000</u>			

Total 79,040

Total 79,040

Prepared By bl
 Posted By _____
 Date _____

Number 20

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 16, 2009

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

SUBJECT: ADDITIONAL H1N1 EMERGENCY RESPONSE FUNDING

DEPARTMENT: HEALTH

PUBLIC HEARING: No

ATTACHMENT(S):
Agreement Addendum

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:
704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Approve Budget Amendment #21.

BACKGROUND: On April 26, 2009, the Acting Secretary of Health and Human Services declared the first public health emergency in US history related to the H1N1 flu virus. On June 11, 2009, the World Health Organization declared the H1N1 flu virus a pandemic.

This \$525,013 in funding is to be used for additional staff work hours, and for the hiring of temporary staff, for mass vaccinations. The funding is also to be used for equipment and supplies for the responders, travel expenses incurred, and printing and copying of information for training and public information.

FINANCIAL IMPACT: No financial impact to the County.

Increase revenue:

10451150-4313-1337 \$525,013

Increase expenditures:

10551150-5239-1337 \$ 25,493

10551150-5351-1337 \$ 6,500

10551150-5260-1337 \$ 4,500

10551150-5550-1337 \$ 9,000

10551150-5121-1337 \$400,000

10551150-5132-1337 \$ 9,360

10551150-5134-1337 \$ 20,000

10551150-5181-1337 \$ 30,600

10551150-5182-1337 \$ 19,560

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Union County Health Department
1224 W. Roosevelt Blvd.
Monroe, NC 28110
704-296-4800

Facsimile Transmittal

To:	Lynn West	Fax:	704-282-0121
From:	Cynthia Fisher	Date:	11/6/2009
Phone:	704-296-4803	Pages:	7
Re:	Attachment for Agenda Abstract		

Urgent For Review Please Comment Please Reply Please Recycle

Notes:

Lynn,

Here is the attachment for the Agenda Abstract requesting approval of the emergency response funding in the amount of \$525,013 which is listed on Budget Amendment #21.

If you have any questions, please let me know.

Thanks,

Cynthia

Division of Public Health Agreement Addendum FY 09-10

Union County Health Department
Local Health Department Legal Name

Epidemiology/PHP&R
DPH Section/Branch Name

Activity # 851: North Carolina's System for Public Health Emergency Response for H1N1: Counties-Response
Activity Number and Description

Fred C. Jamison, 919-715-1411
fred.jamison@dhhs.nc.gov

DPH Program Contact Name, Telephone Number (with area code) and Email

September 1, 2009 - May 31, 2010
Service Period

DPH program signature Date
(only required for negotiable agreement addendum)

October 1, 2009 - June 30, 2010
Payment Period

- Original Agreement Addendum
 Agreement Addendum Revision # ____ (please do not put the Aid to County revision # here)

I. Background:

On April 26, 2009, the Acting Secretary of Health and Human Services declared a public health emergency as a result of the detection of 20 known cases of individuals infected by a swine-origin influenza A virus in the United States, now known as pandemic (H1N1) 2009 virus. On June 11, 2009, the World Health Organization declared the first pandemic in more than 40 years in recognition of widespread, sustained human-to-human transmission of the virus in multiple regions around the globe. In light of the threat the pandemic poses to the nation's public health and security, Congress appropriated funding, through the 2009 Supplemental Appropriations Act, for the Public Health and Social Services Emergency Fund to prepare for and respond to an influenza pandemic. The State of North Carolina needs to support state, regional, and local mass vaccination and public health responses to the current pandemic or outbreaks of other avian, swine, and human pandemic influenza viruses.

II. Purpose:

[Signature]
Health Director Signature (use blue ink)

10-28-09
Date

Local Health Department to complete: (If follow up information is needed by DPH)	LHD program contact name: _____ Phone number with area code: _____ Email address: _____
---	---

Signature on this page signifies you have read and accepted all pages of this document.

The purpose of this Agreement Addendum is to provide financial resources for *implementing* a mass vaccination campaign and related H1N1/Pandemic-outbreak response activities at the state, local, tribal, and territorial levels and to address any remaining mass vaccination-related implementation gaps identified during PHER Phase I and Phase II planning.

III. Scope of Work and Deliverables:

The Health Department/District shall:

A. Hire temporary staff to do mass vaccinations and related H1N1/Pandemic-outbreak response activities to comply with the benchmarks in "D." below. Position descriptions and/or documentation must be submitted upon request to support the use of temporary staff and/or re-assignment of staff including start/stop dates, time spent, work plan with timeline and outputs measured to assure accountability and demonstrate that no supplantation is occurring.

B. Allow additional work hours for staff that are re-directed or temporarily assigned to this task.

C. Fulfill requirements related to completing this benchmark: equipment and supplies for the responders performing this activity, travel expenses incurred during mass vaccinations and related H1N1/Pandemic-outbreak response activities, printing and copying of information packets for training/public information, etc.

D. Develop the following (benchmarks):

1. Implement updated vaccination plans at the Local Health Department facilities, where applicable.
2. Implement updated plans that explain how the Local Health Department will coordinate and communicate with providers in the county who will be administering vaccine.
3. Implement updated policies and procedures to maintain cold chain security for vaccine transport and storage.
4. Implement updated plans for data entry in NC IR or data collection for reporting.
5. Implement updated plans for training surge staff for vaccination program.
6. Implement a LHD direct call H1N1 hotline telephone number or direct public access system for H1N1 or any other PH emergency.
7. Implement other H1N1 activities/documentation as directed by PHER guidance and/or by FEMA guidance.

IV. Performance Measures/Reporting Requirements:

All H1N1 plans and other documents must be available for review by PHP&R staff as needed during the period September 1, 2009 – May 31, 2010. Plans and other documents must be consistent with state and federal requirements and must be specific to your local public health area. Reporting requirements include:

- A. Submit monthly Expenditure Monitoring Reports (EMRs).
- B. Submit Quarterly Narrative Reports (QNRs). QNRs are due four (4) times per year.
- C. Submit After Action Reports (AARs) within 45 days of completing H1N1 incident/event.
- D. Report the aggregate number of H1N1 trained staff (both newly trained and total trained).
- E. Submit Monthly H1N1/PHER Phase III Federal Emergency Management Agency (FEMA) Cost Reports as described in Exhibit I.

V. Performance Monitoring and Quality Assurance:

PHP&R will provide technical support to the LHD in H1N1/Pandemic-outbreak response. Templates, best practices, and meetings/conferences will be provided on an ongoing basis. PHP&R staff will maintain open communication with the LHD and will therefore, receive and respond to all questions related to preparedness and response, SNS, exercises, telecommunication, and communication.

PHP&R's Subrecipient Grants Monitor or PHP&R Program Manager's designee may schedule and conduct on-site visits with the LHD to assess compliance with Center for Disease Control (CDC) grant and Agreement Addendum requirements, financials, and/or provide consultative assistance.

Reasonable efforts will be recognized as attempts to complete the Scope of Work and to achieve the work performance as outlined above. However, inadequate performance on the part of the LHD directly impacts the capacity of North Carolina's ability in overall preparedness. In the event that performance is deemed inadequate or non-compliant, PHP&R reserves the right to identify the county as "high risk."

While not necessarily an indicator of inadequate performance, a LHD's inability to spend allocated funds will result in an assessment and potential recall of funds for re-allocation to other local health departments.

VI. Funding Guidelines or Restrictions: (if applicable)

Use of H1N1 funds for any activity not described in this document must receive prior written approval from PHP&R regardless of amount.

Equipment or supply purchases exceeding \$2,500.00 for single or multiple item(s) must receive prior written approval from PHP&R.

Allocations By County for Fund Item

Fiscal Year: 09/10

Estimate Number:

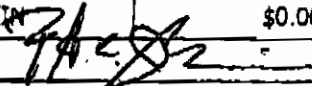
Activity: 851 Fund : 1561 RCC : 793A FRC : HN

Actual Allocations : \$0.00 Proposed Allocations : \$21,057,915.00 Actual Requests : \$0.00

County Name	State Allocation	Proposed Allocation
ALAMANCE	\$0.00	\$301,601.00
ALBEMARLE REG	\$0.00	\$550,746.00
ALEXANDER	\$0.00	\$78,678.00
ANSON	\$0.00	\$78,678.00
APPALACHIAN	\$0.00	\$236,034.00
BEAUFORT	\$0.00	\$78,678.00
BLADEN	\$0.00	\$78,678.00
BRUNSWICK	\$0.00	\$301,601.00
BUNCOMBE	\$0.00	\$525,013.00
BURKE	\$0.00	\$301,601.00
CABARRUS	\$0.00	\$525,013.00
CALDWELL	\$0.00	\$78,678.00
CARTERET	\$0.00	\$78,678.00
CASWELL	\$0.00	\$78,678.00
CATAWBA	\$0.00	\$301,601.00
CHATHAM	\$0.00	\$78,678.00
CHEROKEE	\$0.00	\$78,678.00
CLAY	\$0.00	\$78,678.00
CLEVELAND	\$0.00	\$301,601.00
COLUMBUS	\$0.00	\$78,678.00
CRAVEN	\$0.00	\$301,601.00
CUMBERLAND	\$0.00	\$525,013.00
DARE	\$0.00	\$78,678.00
DAVIDSON	\$0.00	\$301,601.00
DAVIE	\$0.00	\$78,678.00
DUPLIN	\$0.00	\$78,678.00
DURHAM	\$0.00	\$525,013.00
EDGECOMBE	\$0.00	\$78,678.00
FORSYTH	\$0.00	\$525,013.00
FRANKLIN	\$0.00	\$78,678.00
GASTON	\$0.00	\$525,013.00

GRAHAM	\$0.00	\$78,678.00
GRAN-VANCE	\$0.00	\$157,356.00
GREENE	\$0.00	\$78,678.00
GUILFORD	\$0.00	\$1,156,664.00
HALIFAX	\$0.00	\$78,678.00
HARNETT	\$0.00	\$301,601.00
HAYWOOD	\$0.00	\$78,678.00
HENDERSON	\$0.00	\$301,601.00
HERTFORD	\$0.00	\$78,678.00
HOKE	\$0.00	\$78,678.00
HYDE	\$0.00	\$78,678.00
TREDELL	\$0.00	\$301,601.00
JACKSON	\$0.00	\$78,678.00
JOHNSTON	\$0.00	\$525,013.00
JONES	\$0.00	\$78,678.00
LEE	\$0.00	\$78,678.00
LENOIR	\$0.00	\$78,678.00
LINCOLN	\$0.00	\$78,678.00
MACON	\$0.00	\$78,678.00
MADISON	\$0.00	\$78,678.00
MAR-TYR-WASH	\$0.00	\$236,034.00
MECKLENBURG	\$0.00	\$1,785,299.00
MONTGOMERY	\$0.00	\$78,678.00
MOORE	\$0.00	\$301,601.00
NASH	\$0.00	\$301,601.00
NEW HANOVER	\$0.00	\$525,013.00
NORTHAMPTON	\$0.00	\$78,678.00
ONslow	\$0.00	\$525,013.00
ORANGE	\$0.00	\$301,601.00
PAMLICO	\$0.00	\$78,678.00
PENDER	\$0.00	\$78,678.00
PERSON	\$0.00	\$78,678.00
PITT	\$0.00	\$301,601.00
R-P-M	\$0.00	\$236,034.00
RANDOLPH	\$0.00	\$301,601.00
RICHMOND	\$0.00	\$78,678.00

ROBESON	\$0.00	\$301,601.00
ROCKINGHAM	\$0.00	\$301,601.00
ROWAN	\$0.00	\$301,601.00
SAMPSON	\$0.00	\$78,678.00
SCOTLAND	\$0.00	\$78,678.00
STANLY	\$0.00	\$78,678.00
STOKES	\$0.00	\$78,678.00
SURRY	\$0.00	\$78,678.00
SWAIN	\$0.00	\$78,678.00
TOE RIVER	\$0.00	\$236,034.00
TRANSYLVANIA	\$0.00	\$78,678.00
UNION	\$0.00	\$525,013.00
WAKE	\$0.00	\$1,785,299.00
WARREN	\$0.00	\$78,678.00
WAYNE	\$0.00	\$301,601.00
WILKES	\$0.00	\$78,678.00
WILSON	\$0.00	\$78,678.00
YADKIN	\$0.00	\$78,678.00

 10/16/09

Signature and Date - DPH Program Administrator

 10/19/09

Signature and Date - DPH Section Chief

Signature and Date - DPH Budget Officer

BUDGET AMENDMENT

BUDGET Health REQUESTED BY Phillip Tarte

FISCAL YEAR FY2010 DATE November 16, 2009

INCREASE

DECREASE

Description

Description

<u>Operating Expenses</u>	<u>525,013</u>	_____	_____
<u>Federal Revenue</u>	<u>525,013</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Explanation: Appropriate additional federal revenue for Health Department. These funds will be used for the H1N1 Flu Pandemic in the Bioterrorism Program.

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>10551150-5239-1337</u>	<u>Medical Supplies</u>	<u>25,493</u>	<u>10451150-4313-1337</u>	<u>Federal Revenue</u>	<u>525,013</u>
<u>10551150-5351-1337</u>	<u>Maintenance & Repairs</u>	<u>6,500</u>	_____	_____	_____
<u>10551150-5260-1337</u>	<u>Printing & Office Supplies</u>	<u>4,500</u>	_____	_____	_____
<u>10551150-5550-1337</u>	<u>Other Equipment</u>	<u>9,000</u>	_____	_____	_____
<u>10551150-5121-1337</u>	<u>Salaries & Wages</u>	<u>400,000</u>	_____	_____	_____
<u>10551150-5132-1337</u>	<u>Separation Allowance</u>	<u>9,360</u>	_____	_____	_____
<u>10551150-5134-1337</u>	<u>401 K</u>	<u>20,000</u>	_____	_____	_____
<u>10551150-5181-1337</u>	<u>Fica Contributions</u>	<u>30,600</u>	_____	_____	_____
<u>10551150-5182-1337</u>	<u>Retirement</u>	<u>19,560</u>	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total 525,013 Total 525,013

Prepared By bl
 Posted By _____
 Date _____

Number 21

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 16, 2009

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

SUBJECT: ARRA SUPPLEMENTAL FUNDING FOR IMMUNIZATIONS

DEPARTMENT: HEALTH

PUBLIC HEARING: No

ATTACHMENT(S):
Agreement Addendum

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:
704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Approve Budget Amendment #22 for \$74,625 in additional immunization funds granted by the ARRA (American Recovery and Reinvestment Act).

BACKGROUND: With an ARRA funded grant from the CDC, along with the aid of local health agencies, the Immunization Branch program seeks to provide preventive health measures through the administration of vaccine within the state. The goal of the Immunization Branch program is to eliminate vaccine-preventable diseases in North Carolina by assuring that individuals are age appropriately immunized. Each participating local health department will support the Immunization Branch program in reaching that goal by participating in the ARRA project.

The aim of the ARRA project is to increase the number of school-aged children vaccinated with seasonal influenza vaccine across the state. Seventy counties have agreed to participate in this project. Each participating local health department will conduct at least one in-school seasonal influenza clinic in their county by May 31, 2010. If additional flu vaccine is available, each local health department will be able to target more grades, if they choose. All information (inventory, doses administered, wastage, etc.) must be recorded in the North Carolina Immunization Registry (NCIR). Additionally, all project details (participating schools, targeted grades, etc.) are required to be reported to the Immunization Branch.

The Immunization Branch will provide all of the seasonal influenza vaccine necessary to conduct the school based clinics. The local health departments may not charge or bill third party insurers for the influenza vaccine. The local health departments may, however, bill an administration fee to Medicaid or the patient's insurance plan. The North Carolina Medicaid

administration fee is capped at \$17.25 for injectable inactivated vaccine and \$11.67 for the live, intranasal vaccine. Patients are not to be charged an out-of-pocket administration fee.

FINANCIAL IMPACT: No county impact.

Increase revenue:

10451150-4320-1321 \$74,625

Increase expenditures:

10551150-5239-1321 \$25,000

10551150-5381-1321 \$20,000

10551150-5383-1321 \$29,625

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

BUDGET AMENDMENT

BUDGET Health REQUESTED BY Phillip Tarte
 FISCAL YEAR FY2010 DATE November 16, 2009

INCREASE

Description

Operating Expenses 74,625

Federal Revenue 74,625

DECREASE

Description

Explanation: Appropriate additional federal revenue for Health Department. These funds will be used for the Immunization Program to increase vaccines for school age children.

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

FOR POSTING PURPOSES ONLY

<u>DEBIT</u>			<u>CREDIT</u>		
<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	
10551150-5239-1321	Medical Supplies	25,000	10451150-4320-1321	Federal Revenue	74,625
10551150-5381-1321	Maintenance & Repairs	20,000			
10551150-5383-1321	Printing & Office Supplies	29,625			
	Total	74,625		Total	74,625
	Prepared By	bl			
	Posted By	_____			
	Date	_____		Number	22

Union County Health Department
1224 W. Roosevelt Blvd.
Monroe, NC 28110
704-296-4800

Facsimile Transmittal

To: Lynn West	Fax: 704-282-0121
From: Cynthia Fisher	Date: 11/12/2009
Phone: 704-296-4803	Pages: 11
Re: Attachment for Agenda Abstract	
<input checked="" type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

Notes:

Lynn,

Here is the attachment for the Agenda Abstract requesting approval of the ARRA supplemental immunization funding in the amount of \$74,625 which is listed on Budget Amendment #22.

If you have any questions, please let me know.

Thanks,

Cynthia

Division of Public Health Agreement Addendum FY 09-10

UNION COUNTY HEALTH DEPT

Local Health Department Legal Name

Women's and Children's Health/Immunization

DPH Section/Branch Name

847 ARRA Supplemental Funding for Reaching
More Children and Adults

Activity Number and Description

Davelle Bunch, 919-707-5560

Davelle.Bunch@dhhs.nc.gov

DPH Program Contact Name, Telephone
Number (with area code) and Email

09/01/2009-05/31/2010

Service Period

DPH program signature

Date

(only required for negotiable agreement
addendum)

10/01/2009-06/30/2010

Payment Period

Original Agreement Addendum

Agreement Addendum Revision # _____ (please do not put the Aid to County revision # here)

I. Background:

The spread of vaccine preventable diseases presents a real threat to the health and quality of life of the citizens of North Carolina. With an ARRA funded grant from the Centers for Disease Control and Prevention (CDC) and by partnering with local health agencies, the Immunization Program seeks to provide preventive health measures through the administration of vaccine to age appropriate populations within the state.

II. Purpose:

The goal of the immunization program is to eliminate vaccine-preventable diseases in North Carolina. Immunization Branch programs, services and subrecipients help to reduce the spread of vaccine preventable childhood diseases by assuring that individuals are age appropriately immunized, and by managing outbreaks of vaccine-preventable diseases.

Local health departments (LHDs) will support the North Carolina Immunization Program in reaching that goal by participating in the American Recovery and Reinvestment Act (ARRA) project.

Davelle E. Bunch
Health Director Signature (use blue ink)

11-4-09
Date

Local Health Department to complete:
(If follow up information is needed by DPH)

LHD program contact name: _____
Phone number with area code: _____
Email address: _____

Signature on this page signifies you have read and accepted all pages of this document.

The aim of the ARRA Project is to increase the number of school-aged children vaccinated with seasonal influenza vaccine across the state. Each participating LHD agrees to conduct at least one in-school seasonal influenza clinic in their county during the service period specified above. If additional flu vaccine is available, each LHD will be able to target more grades, if they choose. (NOTE: The total amount of additional Aid-to-County funding available is not expected to change regardless of the number of grades vaccinated).

III. Scope of Work and Deliverables:

Participating local health departments will receive these funds in addition to their Aid-to-County funds found in Activity 715 in the Aid to County Database. These funds are to be used by June 30, 2010 for services rendered by May 31, 2010. For receipt of these funds the local health department agrees to the following:

- Conduct an in-school seasonal influenza vaccination clinic in at least one local school. Additional schools may be targeted if vaccine is available. The minimum number of students to be targeted shall be in accordance with the number submitted by your county (See Attachment 1). The numbers in Attachment 1 represent the estimate provided by the LHDs.
- The Immunization Branch will provide all the seasonal influenza vaccine necessary to conduct the school based clinics. The Immunization Branch will provide all the necessary doses of seasonal flu vaccines for the school based clinics to the Local Health Departments at no charge. The ARRA funds LHDs receive are related to efforts and costs associated with administering the flu vaccine.
- 70 counties have agreed to participate. The number of parents/guardians who choose to vaccinate their children will be variable, which makes it difficult to estimate vaccine uptake. All doses administered must be entered into the North Carolina Immunization Registry (NCIR) for tracking purposes.
- Influenza vaccine will be provided directly from the CDC at no cost to the local health departments for the school based clinics. The CDC will track and report all ARRA related vaccine shipments to North Carolina. The flu vaccine is provided directly from the CDC using different ARRA funds and the CDC will do all the reporting related to the vaccines.
- Participants must comply with federal ARRA contract provisions as outlined in Attachment 3.
- LHDs were surveyed to determine how many students would be targeted throughout the county. As an estimate, LHDs were asked to select a number of grades to target. A total number of students was then calculated based as follows:
(average per grade * number of grades). Uptake was then calculated at a rate of 40% as demonstrated in previous pilot efforts in North Carolina as well as influenza school outreach efforts in other states. The total goal of students to be immunized by this project is 163,091 as outlined in Attachment 1.
- Funding per LHD was calculated on a per county basis. Each county received an automatic base of \$1000. Regions and districts received \$1000 per county included. The base was then added to the total of children participating calculated at a rate of 40% uptake multiplied by a rate of \$15.52 per child. $((\$1000 * \# \text{ of counties}) + (\text{estimated children} * 15.52))$. See Attachment 2.

IV. Performance Measures/Reporting Requirements:

NOTE: All inventory, wastage, and doses administered MUST be recorded in the North Carolina Immunization Registry (NCIR).

As a condition of receiving ARRA funding, upon completion of the project participating LHDs are required to report project details to the Immunization Branch. Specific mandatory federal reporting requirements for ARRA

funding may be found in Attachment 3. Additionally, software and/or forms will be provided to each LHD, by which, at a minimum they will be required to report the following:

1. Schools Participating in Project
2. Targeted Grades
3. Enrollment per grade per school (Students offered influenza vaccine)
4. Vaccine formulation used
 - Number of doses administered to students per grade and school
 - Number of doses administered to faculty per school
5. Detailed accounting of the use of all funds, including:
 - Creating positions
 - Retaining positions
 - Goods
 - Travel, etc.
6. Each county will conduct an after action review of all activities related to this project and report back to the Immunization Branch the specific challenges and successes as determined in the review.

V. Performance Monitoring and Quality Assurance:

1. Performance measures (number of doses shipped and administered) will be tracked through the NCIR and,
2. The division will monitor the performance of this agreement addendum through clinical and technical site visits conducted by trained consultants and,
3. Quality assurance consequences dictate that poor performance, including absence of school clinics scheduling and untimely reporting may require the repayment of ARRA funds.

VI. Funding Guidelines or Restrictions: (if applicable)

All participants are required to adhere to the following funding guidelines and/or restrictions:

- Local Health Departments may not charge patients or bill third party insurers for the influenza vaccine used for the school site influenza projects.
- Local Health Departments may bill an administration fee to Medicaid or the patient's insurance plan. The NC Medicaid administration fee is capped at \$17.25 for injectable inactivated vaccine and \$11.67 for the live, intranasal vaccine. Patients/accompanying adults are not to be charged an out-of-pocket administration fee.

Attachment 1

County	# of students	County	# of students
Albemarle	3,600	NEW HANOVER	4,321
ALEXANDER	901	NORTHAMPTON	585
ANSON	666	ONSLow	3,864
Appalachian	905	ORANGE	2,785
BEAUFORT	1,222	PAMILCO	392
BLADEN	170	PENDER	1,174
BRUNSWICK	1,920	PERSON	404
BUNCOMBE	4,801	PITT	9,891
CABARRUS	4,497	RANDOLPH	4,526
CALDWELL	2,096	RICHMOND	247
CARTERET	895	ROBESON	2,356
CATAWBA	3,881	ROCKINGHAM	2,312
CHATHAM	1,274	Rutherford-Polk-McDowell	3,189
CHEROKEE	609	SAMPSON	1,344
CLAY	214	SCOTLAND	1,134
CLEVELAND	2,724	STANLY	1,612
COLUMBUS	1,627	STOKES	1,173
CRAVEN	2,492	SURRY	1,878
CUMBERLAND	8,535	SWAIN	165
DARE	801	Toe River	1,174
DAVIDSON	4,236	TRANSYLVANIA	1,141
DUPLIN	1,362	UNION	4,739
DURHAM	1,132	WAKE	19,030
FRANKLIN	1,261	WARREN	79
GASTON	5,604	WAYNE	3,377
GRAHAM	194	WILKES	1,610
Granville-Vance	2,895	WILSON	503
GREENE	524	YADKIN	971
GUILFORD	12,318		163,091
HALIFAX	306		
HAYWOOD	1,260		
HENDERSON	2,071		
HERTFORD	639		
HOKE	1,128		
HYDE	108		
IREDELL	4,219		
JACKSON	628		
JONES	562		
MACON	683		
MADISON	418		
Martin-Tyrrell-Washington	1,009		
MONTGOMERY	729		

Attachment 2

County	Funds including base	County	Funds including base
Albemarle	\$62,879.16	JONES	\$9,716.03
ALEXANDER	\$14,987.10	MACON	\$11,602.38
ANSON	\$11,331.54	MADISON	\$7,484.97
Appalachian	\$17,048.70	Martin-Tyrrell-Washington	\$18,664.85
BEAUFORT	\$19,965.44	MONTGOMERY	\$12,308.91
BLADEN	\$3,644.61	NEW HANOVER	\$68,055.95
BRUNSWICK	\$30,793.62	NORTHAMPTON	\$10,077.48
BUNCOMBE	\$75,507.94	ONslow	\$60,971.67
CABARRUS	\$70,795.66	ORANGE	\$44,228.37
CALDWELL	\$33,525.14	PAMLCO	\$7,088.27
CARTERET	\$14,893.50	PENDER	\$19,220.48
CATAWBA	\$61,234.31	PERSON	\$7,263.87
CHATHAM	\$20,772.48	PITT	\$154,505.22
CHEROKEE	\$10,448.10	RANDOLPH	\$71,243.52
CLAY	\$4,321.28	RICHMOND	\$4,830.34
CLEVELAND	\$43,272.05	ROBESON	\$37,565.12
COLUMBUS	\$26,252.23	ROCKINGHAM	\$36,875.08
CRAVEN	\$39,675.84	Rutherford-Polk-McDowell	\$52,494.30
CUMBERLAND	\$133,462.01	SAMPSON	\$21,852.67
DARE	\$13,435.10	SCOTLAND	\$18,604.11
DAVIDSON	\$66,745.11	STANLY	\$26,020.63
DUPLIN	\$22,142.67	STOKES	\$19,199.79
DURHAM	\$18,574.85	SURRY	\$30,150.99
FRANKLIN	\$20,572.94	SWAIN	\$3,564.38
GASTON	\$87,978.86	TOE RIVER	\$21,225.26
GRAHAM	\$4,006.10	TRANSYLVANIA	\$18,705.22
Granville-Vance	\$46,929.21	UNION	\$74,549.28
GREENE	\$9,130.09	WAKE	\$296,341.17
GUILFORD	\$192,180.14	WARREN	\$2,222.98
HALIFAX	\$5,755.33	WAYNE	\$53,412.76
HAYWOOD	\$20,548.04	WILKES	\$25,982.42
HENDERSON	\$33,143.64	WILSON	\$8,809.66
HERTFORD	\$10,911.31	YADKIN	\$16,063.95
HOKE	\$18,501.78	TOTAL	\$2,616,172.48
HYDE	\$2,678.55		
IREDELL	\$66,472.23		
JACKSON	\$10,753.72		

Attachment 3 CONTRACT PROVISIONS ARRA Funds

By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Reporting Requirements

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American provision

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

Use of Recovery Funds "Travel"

Contractors and subcontractors are specifically prohibited from using recovery funds for travel outside the service area or county in which the project is located. The exceptions are travel specifically mandated by the Recovery Act or approved by senior management of the agency executing the contract.

Wage Rate Provision

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 95-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Office of State Budget and Management Access to Records

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

Phillip E Tart
Signature

Public Health Director
Title

Union County Health
Agency/Organization

11-4-09
Date

(Certification signature should be same as Contract signature.)

DUNS # 079 051637

Allocations By County for Fund Item

Fiscal Year: 09/10

Estimate Number:

Activity: 847 Fund: 1R22 RCC: 8700 FRC: LF

Actual Allocations: \$0.00 Proposed Allocations: \$2,618,840.00 Actual Requests: \$0.00

County Name	State Allocation	Proposed Allocation
ALAMANCE	\$0.00	\$0.00
ALBEMARLE REG	\$0.00	\$62,943.00
ALEXANDER	\$0.00	\$15,002.00
ANSON	\$0.00	\$11,544.00
APPALACHIAN	\$0.00	\$17,066.00
BEAUFORT	\$0.00	\$19,985.00
BLADEN	\$0.00	\$3,649.00
BRUNSWICK	\$0.00	\$30,825.00
BUNCOMBE	\$0.00	\$75,585.00
BURKE	\$0.00	\$0.00
CABARRUS	\$0.00	\$70,868.00
CALDWELL	\$0.00	\$33,559.00
CARTERET	\$0.00	\$14,909.00
CASWELL	\$0.00	\$0.00
CATAWBA	\$0.00	\$61,296.00
CHATHAM	\$0.00	\$20,793.00
CHEROKEE	\$0.00	\$10,459.00
CLAY	\$0.00	\$4,325.00
CLEVELAND	\$0.00	\$43,316.00
COLUMBUS	\$0.00	\$26,279.00
CRAVEN	\$0.00	\$39,716.00
CUMBERLAND	\$0.00	\$133,598.00
DARE	\$0.00	\$13,449.00
DAVIDSON	\$0.00	\$66,813.00
DAVIE	\$0.00	\$0.00
DUPLIN	\$0.00	\$22,166.00
DURHAM	\$0.00	\$18,594.00
EDGEcombe	\$0.00	\$0.00
FORSYTH	\$0.00	\$0.00
FRANKLIN	\$0.00	\$20,594.00
GASTON	\$0.00	\$88,069.00

GRAHAM	\$0.00	\$4,010.00
GRAN-VANCE	\$0.00	\$46,977.00
GREENE	\$0.00	\$9,139.00
GUILFORD	\$0.00	\$192,376.00
HALIFAX	\$0.00	\$5,761.00
HARNETT	\$0.00	\$0.00
HAYWOOD	\$0.00	\$20,569.00
HENDERSON	\$0.00	\$33,178.00
HERTFORD	\$0.00	\$10,922.00
Hoke	\$0.00	\$18,521.00
HYDE	\$0.00	\$2,582.00
IREDELL	\$0.00	\$66,540.00
JACKSON	\$0.00	\$10,765.00
JOHNSTON	\$0.00	\$0.00
JONES	\$0.00	\$9,726.00
LEE	\$0.00	\$0.00
LENOIR	\$0.00	\$0.00
LINCOLN	\$0.00	\$0.00
MACON	\$0.00	\$11,614.00
MADISON	\$0.00	\$7,493.00
MAR-TYR-WASH	\$0.00	\$16,684.00
MECKLENBURG	\$0.00	\$0.00
MONTGOMERY	\$0.00	\$12,322.00
MOORE	\$0.00	\$0.00
NASH	\$0.00	\$0.00
NEW HANOVER	\$0.00	\$88,125.00
NORTHAMPTON	\$0.00	\$10,087.00
ONSLOW	\$0.00	\$61,034.00
ORANGE	\$0.00	\$44,273.00
PAMLICO	\$0.00	\$7,095.00
PENDER	\$0.00	\$19,240.00
PERSON	\$0.00	\$7,271.00
PITT	\$0.00	\$154,662.00
R-P-M	\$0.00	\$52,547.00
RANDOLPH	\$0.00	\$71,317.00
RICHMOND	\$0.00	\$4,838.00

ROBESON	\$0.00	\$37,606.00
ROCKINGHAM	\$0.00	\$36,913.00
ROWAN	\$0.00	\$0.00
SAMPSON	\$0.00	\$21,875.00
SCOTLAND	\$0.00	\$18,623.00
STANLY	\$0.00	\$25,048.00
STOKES	\$0.00	\$19,220.00
SURRY	\$0.00	\$30,182.00
SWAIN	\$0.00	\$3,568.00
TOE RIVER	\$0.00	\$21,247.00
TRANSYLVANIA	\$0.00	\$18,724.00
UNION	\$0.00	\$74,625.00
WAKE	\$0.00	\$298,643.00
WARREN	\$0.00	\$2,225.00
WAYNE	\$0.00	\$53,467.00
WILKES	\$0.00	\$25,008.00
WILSON	\$0.00	\$8,819.00
YADKIN	\$0.00	\$16,080.00

[Signature] 10/9/09
 Signature and Date - DPH Program Administrator

[Signature] 10/9/09
 Signature and Date - DPH Section Chief

[Signature] 10/22/09
 Signature and Date - DPH Budget Officer



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

704-283-3746
704-292-2588 Fax

John C. Petoskey
Tax Administrator

AGENDA ITEM
4 | 4a
MEETING DATE 11 | 16 | 09

MEMORANDUM

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

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

JCP: jw

Motor Vehicle Billing Summary for the period 10/01/2009 to 10/31/2009

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 Rate		Count	Total-----	
			Year	Year		---Value---	----Tax----
10	County.....	CN999999	2009	2006	3	44,230	281.62
10	County.....	CN999999	2009	2007	16	215,545	1,532.75
10	County.....	CN999999	2009	2008	1,215	12,011,229	78,950.96
10	County.....	CN999999	2009	2009	14,359	137,411,419	913,788.48
Totals.....					15,593	149,682,423	994,553.81
Totals.....					0	0	.00
32	Fire Dist - Springs.....	FR015	2009	2008	76	825,297	252.54
32	Fire Dist - Springs.....	FR015	2009	2009	788	6,992,077	2,139.59
39	Fire Dist - Stallings....	FR020	2009	2006	2	41,000	18.20
39	Fire Dist - Stallings....	FR020	2009	2007	6	80,760	21.17
39	Fire Dist - Stallings....	FR020	2009	2008	119	1,274,115	512.88
39	Fire Dist - Stallings....	FR020	2009	2009	1,413	14,732,397	5,981.55
38	Fire dist - Hemby Bridge..	FR023	2009	2007	3	51,820	19.53
38	Fire dist - Hemby Bridge..	FR023	2009	2008	156	1,609,185	799.38
38	Fire dist - Hemby Bridge..	FR023	2009	2009	1,727	16,739,999	8,253.01
37	Fire dist - Wesley Chapel:	FR026	2009	2007	1	24,700	4.12
37	Fire dist - Wesley Chapel:	FR026	2009	2008	125	1,734,436	323.82
37	Fire dist - Wesley Chapel:	FR026	2009	2009	2,164	28,847,649	5,509.82
34	Fire Dist - Waxhaw.....	FR028	2009	2007	1	15,110	7.75
34	Fire Dist - Waxhaw.....	FR028	2009	2008	102	1,181,041	291.58
34	Fire Dist - Waxhaw.....	FR028	2009	2009	978	9,314,385	2,310.13
Totals.....					7,661	83,463,971	26,445.07
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2008	9	202,570	101.31
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2009	276	4,322,217	2,161.86
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2007	1	2,127	16.70
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2008	196	1,492,128	7,938.48
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2009	2,046	15,415,225	86,160.88
78	220170 Taxes Payable - Wingate.....	MN03000	2009	2008	13	111,305	434.10
78	220170 Taxes Payable - Wingate.....	MN03000	2009	2009	175	1,208,691	4,713.95
78	220120 Taxes Payable - Marshville...	MN04000	2009	2008	11	111,020	421.88
78	220120 Taxes Payable - Marshville...	MN04000	2009	2009	164	1,068,105	4,058.78
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2007	1	15,110	51.37
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2008	66	863,080	2,916.62
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2009	522	5,827,822	19,814.45
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2007	4	45,430	68.15
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2008	198	2,117,330	3,068.03
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2009	2,056	21,214,420	30,761.79

Motor Vehicle Billing Summary for the period 10/01/2009 to 10/31/2009

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--	Year	Year	Bill Rate	Count	-----Total-----	-----Tax-----
							---Value---	
78 220140	Taxes Payable - Stallings....	MN07000	2009	2006		2	41,000	102.50
78 220140	Taxes Payable - Stallings....	MN07000	2009	2007		4	61,150	152.88
78 220140	Taxes Payable - Stallings....	MN07000	2009	2008		72	815,725	1,783.63
78 220140	Taxes Payable - Stallings....	MN07000	2009	2009		967	9,796,306	21,062.41
78 220160	Taxes Payable - Weddington....	MN08000	2009	2008		48	615,475	184.67
78 220160	Taxes Payable - Weddington....	MN08000	2009	2009		636	7,596,233	2,279.21
78 220115	Taxes Payable - Lake Park....	MN09000	2009	2007		1	26,000	59.80
78 220115	Taxes Payable - Lake Park....	MN09000	2009	2008		20	178,000	383.02
78 220115	Taxes Payable - Lake Park....	MN09000	2009	2009		209	1,912,303	4,398.42
78 220175	Taxes Payable - Fairview....	MN09300	2009	2008		16	196,190	39.22
78 220175	Taxes Payable - Fairview....	MN09300	2009	2009		147	1,269,243	191.71
78 220145	Taxes Payable - Hemby Bridge..	MN09500	2009	2008		3	35,400	8.93
78 220145	Taxes Payable - Hemby Bridge..	MN09500	2009	2009		86	672,694	168.28
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2007		3	44,160	8.83
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2008		22	251,130	41.44
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2009		436	4,943,796	815.80
78 220135	Taxes Payable - Unionville...	MN09800	2009	2006		1	3,230	.65
78 220135	Taxes Payable - Unionville...	MN09800	2009	2007		1	3,068	.61
78 220135	Taxes Payable - Unionville...	MN09800	2009	2008		43	415,088	82.51
78 220135	Taxes Payable - Unionville...	MN09800	2009	2009		407	3,346,288	669.21
78 220155	Taxes Payable - Mnrl Sprngs..	MN09900	2009	2008		30	254,285	63.58
78 220155	Taxes Payable - Mnrl Sprngs..	MN09900	2009	2009		200	1,577,891	394.64
Totals.....						9,092	88,071,235	195,580.30
Grand Totals.....								1,216,579.18

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

- Motor Vehicle Special Charge Summary -
For the period: 10/01/2009 to 10/31/2009

Mn Cd	Text	Count	Value	Spc Tax
02000	Monroe Vehicle Tax \$5.00	2,158	16,571,338	10,790.00

--- E N D ---



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

704-283-3746
704-283-3616 Fax

John C. Petoskey
Tax Administrator

AGENDA ITEM
4/4b
MEETING DATE 11/16/09

MEMORANDUM

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

I hereby certify the following **Releases** were made during the period of **10/01/2009 –10/31/2009**. The releases represent both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

(Finance)

Assessor Release Register for the period 10/01/2009 to 10/31/2009

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value-----	-----Total----- ---Tax---	-----Int-----
10	County.....	CN999999	2007	2007	0	53.97-	7.23-
10	County.....	CN999999	2008	2007	53,650	402.42-	29.43-
10	County.....	CN999999	2008	2008	86,763	576.99-	39.42-
10	County.....	CN999999	2009	2007	0	.00	.00
10	County.....	CN999999	2009	2008	398,590	2,676.30-	22.61-
10	County.....	CN999999	2009	2009	451,377	3,001.61-	.00
Net Totals.....					990,380	6,711.29-	98.69-
Net Totals.....					0	.00	.00
32	Fire Dist - Springs.....	FR015	2009	2008	6,665	2.03-	.00
32	Fire Dist - Springs.....	FR015	2009	2009	28,804	8.80-	.00
39	Fire Dist - Stallings....	FR020	2009	2008	27,112	11.01-	.01-
39	Fire Dist - Stallings....	FR020	2009	2009	48,648	19.76-	.00
38	Fire dist - Hemby Bridge..	FR023	2008	2008	21,750	10.72-	.85-
38	Fire dist - Hemby Bridge..	FR023	2009	2008	38,671	19.05-	.11-
38	Fire dist - Hemby Bridge..	FR023	2009	2009	49,424	24.37-	.00
37	Fire dist - Wesley Chapel:	FR026	2008	2007	20,000	3.34-	.46
37	Fire dist - Wesley Chapel:	FR026	2009	2007	72,390-	12.09-	.33
37	Fire dist - Wesley Chapel:	FR026	2009	2008	34,318	6.55	.00
37	Fire dist - Wesley Chapel:	FR026	2009	2009	54,194	10.36-	.00
34	Fire Dist - Waxhaw.....	FR028	2009	2008	34,785	8.64-	.13-
34	Fire Dist - Waxhaw.....	FR028	2009	2009	22,095	5.48-	.00
Net Totals.....					314,076	118.02-	1.23
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2008	945	.48-	.00
78	220125 Taxes Payable - Marvin.....	MN01000	2009	2009	22,900	11.45-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2007	0	45.49-	6.01-
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	0	18.67-	2.34-
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2007	72,390	403.15-	11.08-
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2008	102,632	581.13-	6.93
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2009	79,186	431.97-	.00
78	220170 Taxes Payable - Wingate.....	MN03000	2009	2008	1,767	6.89-	.00
78	220120 Taxes Payable - Marshville...	MN04000	2009	2008	9,590	36.44-	.00
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2008	13,091	44.51-	.00
78	220150 Taxes Payable - Waxhaw.....	MN05000	2009	2009	16,575	56.35-	.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2008	19,510	28.59-	2.11-
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2008	7,924	11.45-	.00
78	220110 Taxes Payable - Indian Trail..	MN06000	2009	2009	81,017	117.48	.00
78	220140 Taxes Payable - Stallings....	MN07000	2009	2008	37,628	82.40	.52-
78	220140 Taxes Payable - Stallings....	MN07000	2009	2009	18,290	39.33-	.00

(Finance)

Assessor Release Register for the period 10/01/2009 to 10/31/2009

(Summary)

78	220160	Taxes Payable - Weddington...	MN08000	2008	2007	20,000	6.00-	.77-
78	220160	Taxes Payable - Weddington...	MN08000	2009	2008	12,636	3.79-	.00
78	220160	Taxes Payable - Weddington...	MN08000	2009	2009	24,783	7.44-	.00
78	220115	Taxes Payable - Lake Park....	MN09000	2009	2008	275	.58-	.00
78	220145	Taxes Payable - Hemby Bridge..	MN09500	2008	2008	21,750	5.48-	.43-
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2008	4,178	.69	.00
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2009	16,776-	2.78	.00
78	220135	Taxes Payable - Unionville...	MN09800	2008	2008	16,200	3.24-	.22-
78	220135	Taxes Payable - Unionville...	MN09800	2009	2008	9,587	1.91-	.00
78	220135	Taxes Payable - Unionville...	MN09800	2009	2009	22,427	4.49-	.00
Net Totals.....						598,505	1,946.62	30.41-
84	220000	NC State Interest.....	NC00000	2007	2007	0	.00	2.99-
84	220000	NC State Interest.....	NC00000	2008	2007	0	.00	12.91-
84	220000	NC State Interest.....	NC00000	2008	2008	0	.00	18.75-
84	220000	NC State Interest.....	NC00000	2009	2007	0	.00	11.73-
84	220000	NC State Interest.....	NC00000	2009	2008	0	.00	36.50-
Net Totals.....						0	.00	82.88-
Net Grand Totals.....							8,775.93-	213.21-



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

AGENDA ITEM
4/4c
MEETING DATE 11/16/09

704-283-3746
704-283-3616 Fax

John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners

FROM: John C. Petoskey
Tax Administrator

DATE: October 30, 2009

RE: **FOURTH** Motor Vehicle Refund Register

I hereby certify the following **Refunds** that were made during the period of **10/01/2009 – 10/31/2009**. The refunds represent releases 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 10/01/2009 to 10/31/2009
(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value-----	Total-----Tax-----	-----Int-----
10	County.....	CN99999	2005	2005	16,250	90.98-	.00
10	County.....	CN99999	2006	2006	20,000	127.34-	2.50-
10	County.....	CN99999	2007	2006	14,438	91.93-	.00
10	County.....	CN99999	2007	2007	30,816	219.14-	3.52-
10	County.....	CN99999	2008	2007	54,220	393.29-	.00
10	County.....	CN99999	2008	2008	56,624	395.91-	.00
10	County.....	CN99999	2009	2008	25,359	162.99-	.00
10	County.....	CN99999	2009	2009	4,507	29.97-	.00
Net Totals.....					222,214	1,511.55-	6.02-
77	School dist - County.....	SC999	2005	2005	16,250	11.39-	.00
Net Totals.....					16,250	11.39-	.00
32	Fire Dist - Springs.....	FR015	2009	2008	1,525	.47-	.00
37	Fire dist - Wesley Chapel:	FR026	2008	2007	34,990	5.84-	.00
34	Fire Dist - Waxhaw.....	FR028	2008	2007	19,230	10.55-	.00
34	Fire Dist - Waxhaw.....	FR028	2008	2008	18,500	4.56-	.00
Net Totals.....					74,245	21.42-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2008	0	16.13-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2008	9,560	44.13-	.00
78	220130 Taxes Payable - Monroe.....	MN02000	2009	2009	2,290	16.34-	.00
78	220110 Taxes Payable - Indian Trail:	MN06000	2009	2008	3,453	5.01-	.00
78	220175 Taxes Payable - Fairview.....	MN09300	2009	2008	3,453	.69-	.00
78	220135 Taxes Payable - Unionville...	MN09800	2006	2006	20,000	4.00-	.08-
78	220135 Taxes Payable - Unionville...	MN09800	2007	2007	18,000	3.60	.10-
78	220135 Taxes Payable - Unionville...	MN09800	2009	2008	3,753	.75	.00
Net Totals.....					60,509	90.65-	.18
84	220000 NC State Interest.....	NC00000	2006	2006	0	.00	3.87-
84	220000 NC State Interest.....	NC00000	2007	2007	0	.00	3.95-
84	220000 NC State Interest.....	NC00000	2008	2007	0	.00	.00
84	220000 NC State Interest.....	NC00000	2008	2008	0	.00	.00
Net Totals.....					0	.00	7.82-
Net Grand Totals.....						1,635.01-	14.02-

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11/16/2009

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

SUBJECT: Untimely Exclusion Applications

DEPARTMENT: Tax Administration

PUBLIC HEARING: No

ATTACHMENT(S):
Spreadsheet

INFORMATION CONTACT:
John Petoskey

TELEPHONE NUMBERS:
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Approve untimely exclusion applications (5 Disabled Veteran and 1 Elderly)

BACKGROUND: The Disabled Veteran Exclusion and Elderly Exclusion programs are designed to give tax relief to qualified taxpayers. Applications must be made in the Tax Administrator's office by June 1st and must meet certain requirements. The applications attached were filed after the June 1st deadline due to medical reasons. North Carolina General Statute (G.S. 105-282.1(a1)) allows approval of late applications when completed applications are filed and all requirements are met prior to the end of the calendar year. If the Board of Equalization and Review are in session, they can approve them. The Board of Equalization and Review's last session was August 11, 2009. Since these applications were filed after this date, the same statute states the Board of County Commissioners can approve them.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



UNION COUNTY
Office of the Tax Administrator
Assessment Division
Assessment Data Section
300 N. Main Street
P.O. Box 97
Monroe, NC 28111-0097

704-283-3746
704-283-3616 Fax

John C Petoskey
Tax Administrator

Robin Merry
Personal Property
Appraisal & Assessment
Data Manager

To: Board of County Commissioners
Date: November 2, 2009
Subject: Untimely Applications

The Tax Office would like to request the approval of the Board of County Commissioners to process the untimely applications on the attached spreadsheet.

**BOCC - Tax Office Staff Recommendations for Disabled Veteran Exclusion & Elderly Exclusion
Untimely Applications
11/2/2009**

ITEM #	PARCEL #	OWNER	REASONS
Disabled Veteran Exclusions			
1	04-276-019	Little, Timothy D.	The Assessment Data Staff recommends approval for the untimely filing of a 2009 Disabled Veteran Exclusion application. A letter was submitted by Mr. Little stating that his application was not filled timely because he was waiting for his disability confirmation letter from the VA. He did not receive it until August 20, 2009 (Note: entitlement date from the VA was backdated to November 21, 2008). The complete application and required documentation was filed on August 31, 2009 (deadline was June 1, 2008). All other qualifications were met.
2	04-297-006	Starnes, Curtis Wayne	The Assessment Data Staff recommends approval for the untimely filing of a 2009 Disabled Veteran Exclusion application. Per Mrs. Starnes: they have had family medical issues which prevented them from filing the application timely. The complete application and required documentation was filed on October 21, 2009 (deadline was June 1, 2009). All other qualifications were met.
3	07-111-056	Meidling, George C.	The Assessment Data Staff recommends approval for the untimely filing of a 2009 Disabled Veteran Exclusion application. Per conversation with Mr. Meidling his application was untimely due to medical reasons. The complete application and required documentation was filed on August 26, 2009 (deadline was June 1, 2009). All other qualifications were met.
4	07-117-781	Ferrara, Michael F.	The Assessment Data Staff recommends approval for the untimely filing of a 2009 Disabled Veteran Exclusion application. Mr. Ferrara's application was filed untimely due to medical reasons. The complete application and required documentation was filed on October 6, 2009 (deadline was June 1, 2009). All other qualifications were met.
5	09-397-112	Powell, Clevon J.	The Assessment Data Staff recommends approval for the untimely filing of a 2009 Disabled Veteran Exclusion application. Mr. Powell's application was filed untimely due to medical reasons. The complete application and required documentation was filed on September 16, 2009 (deadline was June 1, 2009). All other qualifications were met.
Elderly Exclusion			
6	04-201-012	Richardson, Delores S.	The Assessment Data Staff recommends approval for the untimely filing of a 2009 Elderly Exclusion application. A letter was submitted by Ms. Richardson's daughter stating that her mother's application was not filed timely due to family medical issues. The complete application and required documentation was filed on September 3, 2009 (deadline was June 1, 2008). All other qualifications were met.

RELEASES OCTOBER 2009

2009															
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-99	HembyG	HembyL	SpringsGT	Springs	StallGT	StallLL	WaxhawGT	WaxhawLL
02251012E	GOFORTH JANIE O	5904	38,810		258.09										
07144520	WESTFIELD HOMES C	5905	197,020		1,310.18							79.99			
07075249	LINGLE JASON A	5906	407,600		2,710.54			200.95							
07102262	EATON KATHERINE P	5907	129,840		863.44							52.72			
07021451	BONTERRA BUILDERS	5908	221,420		1,472.44			109.16							
07021541	WALKER MATTHEW B	5909	3,140		20.88			1.55							
07114029C	WADSWORTH DEVEL	5910	31,520		209.61							12.80			
09274067	STAFFORD JAMES	5912	59,810		397.73										
08087024	PLYLER ROBERT	5913	81,620		542.77										
09348014B	NEW LIFE COMMUNIT	5914	290,550		1,932.16										
06102065	PALMER JONATHAN C	5915	332,950		2,214.12										
07123175	HOFFMAN LINDA NEID	5916	98,560		655.43										
09387033	GARNER JASON R & H	5917	158,360		1,053.10					48.45					
07027008A	ASHLEY CLAUDE O &	5918	38,690		257.29										
07135029B	FUNDERBURK FRANK	5919	11,990		79.73							4.87			
04078016	COLLINS ROY WAYNE	5920	55,700		370.40										
04078016E	COLLINS ROY WAYNE	5921	37,020		246.18										
04318009C	AUSTIN CATHERINE C	5922	135,390		900.34										
04318018B	AUSTIN CATHERINE	5923	15,040		100.01										
09216066	HAWFIELD FRANCES	5924	49,445		328.81										
02105014	HOLMES LARRY LEE	5925	122,600		815.29										
07090463	SECRETARY OF VETE	5927	180,850		1,202.65										
041988015	BLACKWOOD AUDREY	5928	64,820												
06108499	THE RYLAND GROUP	5929	417,210		2,774.45									103.47	
06108514	THE RYLAND GROUP	5930	433,870		2,885.24									107.60	
07096077	JACKSON THOMAS C	5932	26,510		176.29										
07129789	WEINSTEIN RONALD I	5933	166,470		1,107.03							67.59			
09339008A70	ROCK WORSHIP CEN	5935	163,840		1,089.54										
09369002B08	CITY OF MONROE	5939	367,360		2,442.94										
07135029	FUNDERBURK FRANK	5940	580		3.86							0.23			

44e
 AGENDA ITEM
 MEETING DATE 11/16/09

RELEASES OCTOBER 2009

2009															
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-99	HembyG	HembyL	SpringsGT	Springs	StallGT	StallLL	WaxhawGT	WaxhawLL
091430071	THOMAS ERIC W & DI	5941	357,200		2,375.38										
07081308	NJV INVESTMENT LLC	5942	100,010		665.07			49.30							
05104046	MELKONYAN RAFAEL	5943	7,620		50.68										
06072003A	TOLAN JOSEPH R & S	5945	98,060		652.10										
06072003E	TOLAN JOSEPH R & S	5947	106,940		711.15										
50096709	DRAKE BAXTER KEITH	5951		18,000	119.70										
50095297	CARDTRONICS USA II	5952		3,874	25.76										
50097585	BRASWELL WANDA	5953		4,540	30.19										
50100201	B B & T EQUIPMENT F	5954		9,000	59.85							3.66			
50095013	BANC OF AMERICA LE	5955		342,000	2,274.30										
50071171	K & G FARM	5956		20,894	138.94										
50088701	CAROLINA COLLISION	5957		353,990	2,354.03										
50100701	MARTIN ROGER K II	5958		5,777	38.42					1.77					
50087668	CARMEL CONTRACTO	5959		22,000	146.30										
50099324	NANCE JONATHAN DE	5960		23,750	157.94										
50071567	APPLIED MECHANICA	5961		103,469	688.07			51.01							
50097519	TAYLOR ALLISON WA	5962		5,720	38.04										
50095776	RABON ASHLEY EDW	5963		18,450	122.69			9.10							
01057006	GRIFFIN HAROLD PER	5964	36,510		242.79										
04264006	BELK JIMMY H & BETT	5965	1,018,640		6,773.96										
50068135	MATTHEWS MILLWOR	5966		181,350	1,205.98	120.60		89.41	8.94						
50083021	BIG TIME TRUCKING I	5967			442.16	44.22									
50095923	FILTERS FAST	5968		4,440	29.53	2.95		2.19	0.22						
50102952	HUNT THOMAS	5969		26,642	177.17	23.28								6.61	0.87
50091297	CD & CS INC	5970		5,770	38.37	3.84									
50099399	MR ROUND TO IT	5971		28,750	191.19	19.12									
50101906	ONYX ENVIRONMENT	5972		23,590	156.87	15.69									
50096870	HOUNDSTOOTH AND	5973		22,298	148.28	14.82		10.99	1.10						
50102276	COMMERCIAL CLEAN	5974		5,000											
50102197	CAROLINA COLLISION	5975		25,000	166.25	16.63		12.33	1.23						

RELEASES OCTOBER 2009

2009															
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-99	HembyG	HembyL	SpringsGT	Springs	StallGT	StallLL	WaxhawGT	WaxhawLL
50084479	WATT RICHARD	5976		1,767	11.75	1.18				0.54	0.05				
5068537	AIR DESIGN SYSTEMS	5977		56,420	375.19	37.52		27.82	2.78						
50101064	MISS KITTY'S CORNE	5980		25,000	166.25	16.63									
050101485	PROVIDENCE ASSETS	5981		50,000	332.50	33.25									
50101921	DAWKINS DANIEL KEV	5982		1,185	7.88	0.79						0.48	0.04		
50089876	HILL SHIRLEY E	5983		2,171	14.44	1.44									
50098224	STACK GARY	5984		12,870	85.59	8.56									
50072869	ROACH RUTH E	5985		3,440	22.88	2.29						1.40	0.14		
50074176	D J HALL & ASSOCIAT	5986		12,530	83.32	8.34									
50077710	RYAN BEULAH	5987		4,540	30.19	3.02									
50099357	DALTON GEORGE RU	5989		22,950	152.62	15.26								5.69	0.57
5087021K	YARBROUGH JOHN R	5991	1,349,340		9,258.00									345.27	
05087021J	YARBROUGH JOHN R	5992	1,292,320		8,593.93									148.27	
50098745	C & S SMITH ENTERPI	5994		10,280											
50079957	PINKHAM LEWIS I & L	5996		6,819	45.35									1.69	
50094264	CAN-AM MOTORCYCL	5997		2,670	17.76										
50082452	HPSC INC	5998		821	5.46										
50071626	TAYLOR DONNIE L & V	5999		5,850	38.90										
50071012	HELMS RANDY	6001		25,700	170.91	17.09									
07114089	KILLOUGH-ROHLEDER	6002	190,910		1,269.55							77.51			
50049125	HEFFNER CONSTRUC	6008		2,950	19.62	1.96									
50053389	DAVIS WALTER MASC	6009		16,960	112.78	11.28								4.21	0.42
50099386	C E S	6010		25,750	171.24	17.12		12.69	1.27						
50101501	GRAYBROOKE	6012		23,918	159.05	15.91				7.32	0.74				
50094613	HUNTLEY VERNON FA	6013		64,929	431.78	43.17									
50094807	VISTA RIDGE BUSINE	6014		32,760	217.85	21.78		16.15	1.62						
50099104	PRO TECH AUTOMOT	6015		28,750	191.19	19.12									
50096733	THOMPSON GENERA	6017		33,060	219.85	21.98									
50099225	VARIETY VENDING	6018		13,452	89.45	8.95									
50093833	CARPENTER JOSEPH	6019		810	5.39	0.54									

RELEASES OCTOBER 2009

2009															
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-99	HembyG	HembyL	SpringsGT	Springs	StallGT	StallLL	WaxhawGT	WaxhawLL
50083752	GRIDLEY MICHAEL RO	6020		750		4.98	0.50								
50098802	FINAL FINISH AUTO D	6021		27,608		183.60	18.36								
50099138	SIMPLY SWEETS	6022		4,440		29.53	2.95								
50102388	ROSENBERG KAREN	6023		64,200		426.93	42.69	31.65	3.17						
50102350	MARITATO CHRISTOP	6024		49,600		329.84	32.98								
50097825	BENNETT KENNETH D	6025		1,610		10.71	1.07								
50101604	QUEEN CITY FLOOR C	6026		25,000		166.25	16.63					10.15	1.02		
50100457	H & K ENTERPRISES I	6027		5,233		34.80	3.48					2.12	0.21		
50095140	IRON EAGLE GRADING	6028		170,500		1,133.83	113.38								
50101860	COUSAR WILLIAM RO	6029		5,815		38.67	3.86					2.36	0.24		
50096353	PHOTO EXPRESSIONS	6030		2,200		14.63	1.46					0.89	0.09		
50101845	CALVARY EXPRESS II	6031		40,000		266.00	26.60							9.92	0.99
50092372	NU SKIN ENTERPRISE	6032		2,240		14.90	1.49								
50098128	MARTINEZ RUDOLPH	6033		2,579		17.15	1.72					1.05	0.10		
50098721	BETWEEN SISTERS	6035		6,310		41.96	4.20								
50102932	JONEW CHRISTOPHE	6036		820		5.45	0.55								
50095863	WINSTON AARON RO	6037		2,396		15.93	1.59					0.97	0.10		
50081698	GRIFFIN JOHN TERRY	6040		18,590		123.62	12.36								
50101125	GCR CONTRACTORS	6041		25,000		166.25	16.63								
50102240	ON OUR WAY COURIE	6042		5,000		33.25	3.33								
50093844	GREJDIERU LEAH M	6043		6,530		43.42	4.34	3.22	0.32						
50090494	THE RYLAND GROUP	6046		223,316		148.51									5.54
06142042	FLYNT WILLIAM JOSE	6047	170,440			1,133.43								42.27	
09310003	MURRAY FAMILY LIMI	6048	9,930			449.21									
04150020	NIXON DAVID	6050	9,920			65.96									
50097791	LOWE ROY A	6045		26,935		32.18									
09204018 01	BLAKENEY WHITEFO	6051	69,210			460.25									
09372003D	GOLDMINE GENERAT	6053	2,262,500			15,045.62									
09273008 12	MIDDLETON PARTNER	6054	35,960			239.14									
09273008 11	MIDDLETON PARTNER	6055	93,970			624.90									

RELEASES OCTOBER 2009

2009															
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-99	HembyG	HembyL	SpringsGT	Springs	StallGT	StallLL	WaxhawGT	WaxhawLL
09273008 10	MIDDLETON PARTNER	6056	35,960		239.14										
09273008 09	MIDDLETON PARTNER	6057	14,560		96.83										
09273008 08	MIDDLETON PARTNER	6058	35,960		239.14										
09273008 07	MIDDLETON PARTNER	6059	35,960		239.14										
09273008 06	MIDDLETON PARTNER	6060	35,960		239.14										
09273008 05	MIDDLETON PARTNER	6061	35,960		239.14										
09273008 04	MIDDLETON PARTNER	6062	35,960		239.14										
09273008 03	MIDDLETON PARTNER	6063	35,960		239.14										
09273008 02	MIDDLETON PARTNER	6064	35,960		239.14										
50079427	SHARPE DAVID HENR	6065		4,380	29.13	4.26		2.16	0.32						
50101149	IN HOME CHIROPRACTIC	6066		24,253	161.28	16.63									
50100728	HERRIN TONY EUGEN	6067		43,833	291.49										
50091973	CABRERA MARK	6070		22,165	147.40										
Totals-2009			11,850,305	2,553,959	94,734.01	1,047.90	-	629.68	20.97	58.08	0.79	318.79	1.94	775.00	8.39
2008															
50088698	NICHOLS CHARLES E	5949		1,630								0.66			
50098224	STACK GARY	5993		13,547	90.09	9.01									
50099357	DALTON GEORGE RU	5995		24,158	160.65	15.51								5.99	0.58
07114089	KILLOUGH RAY B & JUDY	6003	3,360		1,269.49							77.51			
50099386	C E S	6011		25,000	166.25	16.63		12.33	1.23						
50099104	PRO TECH AUTOMOTIVE	6016		25,000	166.25	16.63									
50098128	MARTINEZ RUDOLPH	6034		1,575	10.47	0.29						0.64	0.02		
50095863	WINSTON AARON ROBERT	6038		2,522	16.77	1.68						1.02	0.10		
09310003	MURRAY FAMILY LIMITED	6049	9,930		449.21										
Totals-2008			109,051	93,432	2,329.18	59.75	-	12.33	1.23	-	-	79.83	0.12	5.99	0.58
2007															
50088698	NICHOLS CHARLES E	5950		1,760								0.46			
07114089	KILLOUGH RAY B & JUDY	6004	3,100		398.71							14.69			
50095863	WINSTON AARON ROBERT	6039		2,655	18.92	1.89						0.70	0.07		
Totals-2007			3,100	4,415	417.63	1.89	-	-	-	-	-	15.85	0.07	-	-

RELEASES OCTOBER 2009

2009															
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-99	HembyG	HembyL	SpringsGT	Springs	StallGT	StallLL	WaxhawGT	WaxhawLL
2006															
07114089	KILLOUGH RAY B & JL	6005	3,100		357.00									24.90	
Totals-2006			3,100	-	357.00	-	-	-	-	-	-	-	-	24.90	-
2005															
07114089	KILLOUGH RAY B & JL	6006	3,100		313.99		39.25							21.87	
Totals-2005			3,100	-	313.99	-	39.25	-	-	-	-	-	-	21.87	-
GRAND TOTALS			11,968,656	2,651,806	98,151.81	1,109.54	39.25	642.01	22.20	58.08	0.79	461.24	2.13	780.99	8.97

RELEASES OCTOBER 2009

2009													
Acct #	Name	Release #	Real Value	Pers. Value	WesleyGT	WesleyLL	BakersFF	FairviewFF	LanesCr FF	Sandy Ridge FF	StackFF	UnionvilleFF	WesleyTT
02251012E	GOFORTH JANIE O	5904	38,810										
07144520	WESTFIELD HOMES C	5905	197,020										
07075249	LINGLE JASON A	5906	407,600										
07102262	EATON KATHERINE P	5907	129,840										
07021451	BONTERRA BUILDERS	5908	221,420										
07021541	WALKER MATTHEW B	5909	3,140										
07114029C	WADSWORTH DEVEL	5910	31,520										
09274067	STAFFORD JAMES	5912	59,810										
08087024	PLYLER ROBERT	5913	81,620					40.78					
09348014B	NEW LIFE COMMUNIT	5914	290,550										
06102065	PALMER JONATHAN D	5915	332,950		63.59								
07123175	HOFFMAN LINDA NEI	5916	98,560		18.82								
09387033	GARNER JASON R & H	5917	158,360										
07027008A	ASHLEY CLAUDE O &	5918	38,690										
07135029B	FUNDERBURK FRANK	5919	11,990										
04078016	COLLINS ROY WAYNE	5920	55,700						50.00				
04078016E	COLLINS ROY WAYNE	5921	37,020						5.00				
04318009C	AUSTIN CATHERINE C	5922	135,390										
04318018B	AUSTIN CATHERINE	5923	15,040										
09216066	HAWFIELD FRANCES	5924	49,445										
02105014	HOLMES LARRY LEE	5925	122,600										
07090463	SECRETARY OF VETE	5927	180,850										
041988015	BLACKWOOD AUDRE	5928	64,820							400.00			
06108499	THE RYLAND GROUP	5929	417,210										
06108514	THE RYLAND GROUP	5930	433,870										
07096077	JACKSON THOMAS C	5932	26,510				4.02						4.37
07129789	WEINSTEIN RONALD	5933	166,470										
09339008A70	ROCK WORSHIP CEN	5935	163,840										
09369002B08	CITY OF MONROE	5939	367,360										
07135029	FUNDERBURK FRANK	5940	580										

RELEASES OCTOBER 2009

2009													
Acct #	Name	Release #	Real Value	Pers. Value	WesleyGT	WesleyLL	BakersFF	FairviewFF	LanesCr FF	Sandy Ridge FF	StackFF	UnionvilleFF	WesleyTT
091430071	THOMAS ERIC W & DI	5941	357,200										
07081308	NJV INVESTMENT LLC	5942	100,010										
05104046	MELKONYAN RAFAEL	5943	7,620										
06072003A	TOLAN JOSEPH R & S	5945	98,060		18.73								
06072003E	TOLAN JOSEPH R & S	5947	106,940		20.42								
50096709	DRAKE BAXTER KEITH	5951		18,000									
50095297	CARDTRONICS USA II	5952		3,874									
50097585	BRASWELL WANDA	5953		4,540									
50100201	B B & T EQUIPMENT F	5954		9,000									
50095013	BANC OF AMERICA LE	5955		342,000									
50071171	K & G FARM	5956		20,894									
50088701	CAROLINA COLLISION	5957		353,990									
50100701	MARTIN ROGER K II	5958		5,777									
50087668	CARMEL CONTRACTO	5959		22,000									
50099324	NANCE JONATHAN DE	5960		23,750									
50071567	APPLIED MECHANICA	5961		103,469									
50097519	TAYLOR ALLISON WA	5962		5,720	1.09								
50095776	RABON ASHLEY EDW	5963		18,450									
01057006	GRIFFIN HAROLD PER	5964	36,510										
04264006	BELK JIMMY H & BETT	5965	1,018,640										
50068135	MATTHEWS MILLWOP	5966		181,350									
50083021	BIG TIME TRUCKING I	5967											
50095923	FILTERS FAST	5968		4,440									
50102952	HUNT THOMAS	5969		26,642									
50091297	CD & CS INC	5970		5,770									
50099399	MR ROUND TO IT	5971		28,750									
50101906	ONYX ENVIRONMENT	5972		23,590									
50096870	HOUNDSTOOTH AND	5973		22,298									
50102276	COMMERCIAL CLEAN	5974		5,000									
50102197	CAROLINA COLLISION	5975		25,000									

RELEASES OCTOBER 2009

2009													
Acct #	Name	Release #	Real Value	Pers. Value	WesleyGT	WesleyLL	BakersFF	FairviewFF	LanesCr FF	Sandy Ridge FF	StackFF	UnionvilleFF	WesleyTT
50084479	WATT RICHARD	5976		1,767									
5068537	AIR DESIGN SYSTEMS	5977		56,420									
50101064	MISS KITTY'S CORNEI	5980		25,000									
050101485	PROVIDENCE ASSETS	5981		50,000									
50101921	DAWKINS DANIEL KEV	5982		1,185									
50089876	HILL SHIRLEY E	5983		2,171									
50098224	STACK GARY	5984		12,870									
50072869	ROACH RUTH E	5985		3,440									
50074176	D J HALL & ASSOCIAT	5986		12,530	2.39	0.23							
50077710	RYAN BEULAH	5987		4,540								43.73	
50099357	DALTON GEORGE RU	5989		22,950									
5087021K	YARBROUGH JOHN R	5991	1,349,340										
05087021J	YARBROUGH JOHN R	5992	1,292,320										
50098745	C & S SMITH ENTERPI	5994		10,280									
50079957	PINKHAM LEWIS I & LI	5996		6,819									
50094264	CAN-AM MOTORCYCL	5997		2,670									
50082452	HPSC INC	5998		821									
50071626	TAYLOR DONNIE L & V	5999		5,850									
50071012	HELMS RANDY	6001		25,700									
07114089	KILLOUGH-ROHLEDEF	6002	190,910										
50049125	HEFFNER CONSTRUC	6008		2,950	0.56	0.06							
50053389	DAVIS WALTER MASC	6009		16,960									
50099386	C E S	6010		25,750									
50101501	GRAYBROOKE	6012		23,918									
50094613	HUNTLEY VERNON FA	6013		64,929									
50094807	VISTA RIDGE BUSINE	6014		32,760									
50099104	PRO TECH AUTOMOT	6015		28,750									
50096733	THOMPSON GENERA	6017		33,060									
50099225	VARIETY VENDING	6018		13,452									
50093833	CARPENTER JOSEPH	6019		810									

RELEASES OCTOBER 2009

2009														
Acct #	Name	Release #	Real Value	Pers. Value	WesleyGT	WesleyLL	BakersFF	FairviewFF	LanesCr FF	Sandy Ridge FF	StackFF	UnionvilleFF	WesleyTT	
50083752	GRIDLEY MICHAEL RO	6020		750										
50098802	FINAL FINISH AUTO D	6021		27,608	5.27	0.53							4.55	
50099138	SIMPLY SWEETS	6022		4,440										
50102388	ROSENBERG KAREN I	6023		64,200										
50102350	MARITATO CHRISTOP	6024		49,600	9.47	0.95							8.18	
50097825	BENNETT KENNETH D	6025		1,610										
50101604	QUEEN CITY FLOOR C	6026		25,000										
50100457	H & K ENTERPRISES I	6027		5,233										
50095140	IRON EAGLE GRADING	6028		170,500										
50101860	COUSAR WILLIAM RO	6029		5,815										
50096353	PHOTO EXPRESSIONS	6030		2,200										
50101845	CALVARY EXPRESS II	6031		40,000										
50092372	NU SKIN ENTERPRISE	6032		2,240										
50098128	MARTINEZ RUDOLPH	6033		2,579										
50098721	BETWEEN SISTERS	6035		6,310										
50102932	JONEW CHRISTOPHE	6036		820										
50095863	WINSTON AARON RO	6037		2,396										
50081698	GRIFFIN JOHN TERRY	6040		18,590			40.21							
50101125	GCR CONTRACTORS	6041		25,000										
50102240	ON OUR WAY COURIE	6042		5,000										
50093844	GREJDIERU LEAH M	6043		6,530										
50090494	THE RYLAND GROUP	6046		223,316										
06142042	FLYNT WILLIAM JOSE	6047	170,440											
09310003	MURRAY FAMILY LIMI	6048	9,930											
04150020	NIXON DAVID	6050	9,920								95.00			
50097791	LOWE ROY A	6045		26,935	0.93									
09204018 01	BLAKENEY WHITEFO	6051	69,210											
09372003D	GOLDMINE GENERAT	6053	2,262,500											
09273008 12	MIDDLETON PARTNE	6054	35,960											
09273008 11	MIDDLETON PARTNE	6055	93,970											

RELEASES OCTOBER 2009

2009													
Acct #	Name	Release #	Real Value	Pers. Value	WesleyGT	WesleyLL	BakersFF	FairviewFF	LanesCr FF	Sandy Ridge FF	StackFF	UnionvilleFF	WesleyTT
09273008 10	MIDDLETON PARTNER	6056	35,960										
09273008 09	MIDDLETON PARTNER	6057	14,560										
09273008 08	MIDDLETON PARTNER	6058	35,960										
09273008 07	MIDDLETON PARTNER	6059	35,960										
09273008 06	MIDDLETON PARTNER	6060	35,960										
09273008 05	MIDDLETON PARTNER	6061	35,960										
09273008 04	MIDDLETON PARTNER	6062	35,960										
09273008 03	MIDDLETON PARTNER	6063	35,960										
09273008 02	MIDDLETON PARTNER	6064	35,960										
50079427	SHARPE DAVID HENR	6065		4,380									
50101149	IN HOME CHIROPRA	6066		24,253	4.64	0.48							
50100728	HERRIN TONY EUGEN	6067		43,833									
50091973	CABRERA MARK	6070		22,165									
Totals-2009			11,850,305	2,553,959	145.91	2.25	44.23	40.78	55.00	400.00	95.00	43.73	17.10
2008													
50088698	NICHOLS CHARLES E	5949		1,630									
50098224	STACK GARY	5993		13,547									
50099357	DALTON GEORGE RU	5995		24,158									
07114089	KILLOUGH RAY B & JU	6003	3,360										
50099386	C E S	6011		25,000									
50099104	PRO TECH AUTOMOT	6016		25,000									
50098128	MARTINEZ RUDOLPH	6034		1,575									
50095863	WINSTON AARON RO	6038		2,522									
09310003	MURRAY FAMILY LIMI	6049	9,930										
Totals-2008			109,051	93,432	-	-	-	-	-	-	-	-	-
2007													
50088698	NICHOLS CHARLES E	5950		1,760									
07114089	KILLOUGH RAY B & JU	6004	3,100										
50095863	WINSTON AARON RO	6039		2,655									
Totals-2007			3,100	4,415	-	-	-	-	-	-	-	-	-

RELEASES OCTOBER 2009

2009													
Acct #	Name	Release #	Real Value	Pers. Value	WesleyGT	WesleyLL	BakersFF	FairviewFF	LanesCr FF	Sandy Rldge FF	StackFF	UnionvilleFF	WesleyTT
2006													
07114089	KILLOUGH RAY B & JL	6005	3,100										
Totals-2006			3,100	-	-	-	-	-	-	-	-	-	-
2005													
07114089	KILLOUGH RAY B & JL	6006	3,100										
Totals-2005			3,100	-	-	-	-	-	-	-	-	-	-
GRAND TOTALS			11,968,656	2,651,806	145.91	2.25	44.23	40.78	55.00	400.00	95.00	43.73	17.10

RELEASES OCTOBER 2009

2009								
Acct #	Name	Release #	Real Value	Pers. Value	WesleyLLP	WingateTT	WingateLLP	Totals
02251012E	GOFORTH JANIE O	5904	38,810					258.09
07144520	WESTFIELD HOMES C	5905	197,020					1,390.17
07075249	LINGLE JASON A	5906	407,600					2,911.49
07102262	EATON KATHERINE P	5907	129,840					916.16
07021451	BONTERRA BUILDERS	5908	221,420					1,581.60
07021541	WALKER MATTHEW B	5909	3,140					22.43
07114029C	WADSWORTH DEVEL	5910	31,520					222.41
09274067	STAFFORD JAMES	5912	59,810					397.73
08087024	PLYLER ROBERT	5913	81,620					583.55
09348014B	NEW LIFE COMMUNIT	5914	290,550					1,932.16
06102065	PALMER JONATHAN D	5915	332,950					2,277.71
07123175	HOFFMAN LINDA NEI	5916	98,560					674.25
09387033	GARNER JASON R & H	5917	158,360					1,101.55
07027008A	ASHLEY CLAUDE O &	5918	38,690					257.29
07135029B	FUNDERBURK FRANK	5919	11,990					84.60
04078016	COLLINS ROY WAYNE	5920	55,700					420.40
04078016E	COLLINS ROY WAYNE	5921	37,020					251.18
04318009C	AUSTIN CATHERINE C	5922	135,390					900.34
04318018B	AUSTIN CATHERINE	5923	15,040					100.01
09216066	HAWFIELD FRANCES	5924	49,445					328.81
02105014	HOLMES LARRY LEE	5925	122,600					815.29
07090463	SECRETARY OF VETE	5927	180,850					1,202.65
041988015	BLACKWOOD AUDREY	5928	64,820					400.00
06108499	THE RYLAND GROUP	5929	417,210					2,877.92
06108514	THE RYLAND GROUP	5930	433,870					2,992.84
07096077	JACKSON THOMAS C	5932	26,510					184.68
07129789	WEINSTEIN RONALD I	5933	166,470					1,174.62
09339008A70	ROCK WORSHIP CEN	5935	163,840					1,089.54
09369002B08	CITY OF MONROE	5939	367,360					2,442.94
07135029	FUNDERBURK FRANK	5940	580					4.09

RELEASES OCTOBER 2009

2009								
Acct #	Name	Release #	Real Value	Pers. Value	WestleyLLP	WingateTT	WingateLLP	Totals
091430071	THOMAS ERIC W & DI	5941	357,200					2,375.38
07081308	NJV INVESTMENT LLC	5942	100,010					714.37
05104046	MELKONYAN RAFAEL	5943	7,620					50.68
06072003A	TOLAN JOSEPH R & S	5945	98,060					670.83
06072003E	TOLAN JOSEPH R & S	5947	106,940					731.57
50096709	DRAKE BAXTER KEITH	5951		18,000				119.70
50095297	CARDTRONICS USA II	5952		3,874				25.76
50097585	BRASWELL WANDA	5953		4,540				30.19
50100201	B B & T EQUIPMENT F	5954		9,000				63.51
50095013	BANC OF AMERICA LE	5955		342,000				2,274.30
50071171	K & G FARM	5956		20,894				138.94
50088701	CAROLINA COLLISION	5957		353,990				2,354.03
50100701	MARTIN ROGER K II	5958		5,777				40.19
50087668	CARMEL CONTRACTO	5959		22,000				146.30
50099324	NANCE JONATHAN DE	5960		23,750				157.94
50071567	APPLIED MECHANICA	5961		103,469				739.08
50097519	TAYLOR ALLISON WA	5962		5,720				39.13
50095776	RABON ASHLEY EDW	5963		18,450				131.79
01057006	GRIFFIN HAROLD PER	5964	36,510					242.79
04264006	BELK JIMMY H & BETT	5965	1,018,640					6,773.96
50068135	MATTHEWS MILLWOP	5966		181,350				1,424.93
50083021	BIG TIME TRUCKING I	5967						486.38
50095923	FILTERS FAST	5968		4,440				34.89
50102952	HUNT THOMAS	5969		26,642				207.93
50091297	CD & CS INC	5970		5,770				42.21
50099399	MR ROUND TO IT	5971		28,750				210.31
50101906	ONYX ENVIRONMENT	5972		23,590				172.56
50096870	HOUNDSTOOTH AND	5973		22,298				175.19
50102276	COMMERCIAL CLEAN	5974		5,000		19.50	1.95	21.45
50102197	CAROLINA COLLISION	5975		25,000				196.44

RELEASES OCTOBER 2009

2009								
Acct #	Name	Release #	Real Value	Pers. Value	WesleyLLP	WingateTT	WingateLLP	Totals
50084479	WATT RICHARD	5976		1,767				13.52
5068537	AIR DESIGN SYSTEMS	5977		56,420				443.31
50101064	MISS KITTY'S CORNE	5980		25,000				182.88
050101485	PROVIDENCE ASSETS	5981		50,000				365.75
50101921	DAWKINS DANIEL KEV	5982		1,185				9.19
50089876	HILL SHIRLEY E	5983		2,171				15.88
50098224	STACK GARY	5984		12,870				94.15
50072869	ROACH RUTH E	5985		3,440				26.71
50074176	D J HALL & ASSOCIAT	5986		12,530				94.28
50077710	RYAN BEULAH	5987		4,540				76.94
50099357	DALTON GEORGE RU	5989		22,950				174.14
5087021K	YARBROUGH JOHN R	5991	1,349,340					9,603.27
05087021J	YARBROUGH JOHN R	5992	1,292,320					8,742.20
50098745	C & S SMITH ENTERPI	5994		10,280		40.09	4.01	44.10
50079957	PINKHAM LEWIS I & LI	5996		6,819				47.04
50094264	CAN-AM MOTORCYCL	5997		2,670				17.76
50082452	HPSC INC	5998		821				5.46
50071626	TAYLOR DONNIE L & V	5999		5,850				38.90
50071012	HELMS RANDY	6001		25,700				188.00
07114089	KILLOUGH-ROHLEDEF	6002	190,910					1,347.06
50049125	HEFFNER CONSTRUC	6008		2,950				22.20
50053389	DAVIS WALTER MASC	6009		16,960				128.69
50099386	C E S	6010		25,750				202.32
50101501	GRAYBROOKE	6012		23,918				183.02
50094613	HUNTLEY VERNON FA	6013		64,929				474.95
50094807	VISTA RIDGE BUSINES	6014		32,760				257.40
50099104	PRO TECH AUTOMOT	6015		28,750				210.31
50096733	THOMPSON GENERAT	6017		33,060				241.83
50099225	VARIETY VENDING	6018		13,452				98.40
50093833	CARPENTER JOSEPH	6019		810				5.93

RELEASES OCTOBER 2009

2009								
Acct #	Name	Release #	Real Value	Pers. Value	WesleyLLP	WingateTT	WingateLLP	Totals
50083752	GRIDLEY MICHAEL RO	6020		750				5.48
50098802	FINAL FINISH AUTO D	6021		27,608	0.45			212.76
50099138	SIMPLY SWEETS	6022		4,440				32.48
50102388	ROSENBERG KAREN	6023		64,200				504.44
50102350	MARITATO CHRISTOP	6024		49,600	0.82			382.24
50097825	BENNETT KENNETH D	6025		1,610				11.78
50101604	QUEEN CITY FLOOR C	6026		25,000				194.05
50100457	H & K ENTERPRISES I	6027		5,233				40.61
50095140	IRON EAGLE GRADING	6028		170,500				1,247.21
50101860	COUSAR WILLIAM RO	6029		5,815				45.13
50096353	PHOTO EXPRESSIONS	6030		2,200				17.07
50101845	CALVARY EXPRESS IN	6031		40,000				303.51
50092372	NU SKIN ENTERPRISE	6032		2,240				16.39
50098128	MARTINEZ RUDOLPH	6033		2,579				20.02
50098721	BETWEEN SISTERS	6035		6,310				46.16
50102932	JONEW CHRISTOPHE	6036		820				6.00
50095863	WINSTON AARON RO	6037		2,396				18.59
50081698	GRIFFIN JOHN TERRY	6040		18,590				176.19
50101125	GCR CONTRACTORS	6041		25,000				182.88
50102240	ON OUR WAY COURIE	6042		5,000				36.58
50093844	GREJDIERU LEAH M	6043		6,530				51.30
50090494	THE RYLAND GROUP	6046		223,316				154.05
06142042	FLYNT WILLIAM JOSE	6047	170,440					1,175.70
09310003	MURRAY FAMILY LIMI	6048	9,930					449.21
04150020	NIXON DAVID	6050	9,920					160.96
50097791	LOWE ROY A	6045		26,935				33.11
09204018 01	BLAKENEY WHITEFOR	6051	69,210					460.25
09372003D	GOLDMINE GENERAT	6053	2,262,500					15,045.62
09273008 12	MIDDLETON PARTNER	6054	35,960					239.14
09273008 11	MIDDLETON PARTNER	6055	93,970					624.90

RELEASES OCTOBER 2009

2009								
Acct #	Name	Release #	Real Value	Pers. Value	WesleyLLP	WingateTT	WingateLLP	Totals
09273008 10	MIDDLETON PARTNER	6056	35,960					239.14
09273008 09	MIDDLETON PARTNER	6057	14,560					96.83
09273008 08	MIDDLETON PARTNER	6058	35,960					239.14
09273008 07	MIDDLETON PARTNER	6059	35,960					239.14
09273008 06	MIDDLETON PARTNER	6060	35,960					239.14
09273008 05	MIDDLETON PARTNER	6061	35,960					239.14
09273008 04	MIDDLETON PARTNER	6062	35,960					239.14
09273008 03	MIDDLETON PARTNER	6063	35,960					239.14
09273008 02	MIDDLETON PARTNER	6064	35,960					239.14
50079427	SHARPE DAVID HENR	6065		4,380				35.87
50101149	IN HOME CHIROPRACT	6066		24,253				183.03
50100728	HERRIN TONY EUGEN	6067		43,833				291.49
50091973	CABRERA MARK	6070		22,165				147.40
Totals-2009			11,850,305	2,553,959	1.27	59.59	5.96	98,506.37
2008								
50088698	NICHOLS CHARLES E	5949		1,630				0.66
50098224	STACK GARY	5993		13,547				99.10
50099357	DALTON GEORGE RU	5995		24,158				182.73
07114089	KILLOUGH RAY B & J	6003	3,360					1,347.00
50099386	C E S	6011		25,000				196.44
50099104	PRO TECH AUTOMOT	6016		25,000				182.88
50098128	MARTINEZ RUDOLPH	6034		1,575				11.42
50095863	WINSTON AARON RO	6038		2,522				19.57
09310003	MURRAY FAMILY LIMI	6049	9,930					449.21
Totals-2008			109,051	93,432	-	-	-	2,489.01
2007								
50088698	NICHOLS CHARLES E	5950		1,760				0.46
07114089	KILLOUGH RAY B & J	6004	3,100					413.40
50095863	WINSTON AARON RO	6039		2,655				21.58
Totals-2007			3,100	4,415	-	-	-	435.44

RELEASES OCTOBER 2009								
2009								
Acct #	Name	Release #	Real Value	Pers. Value	WesleyLLP	WingateTT	WingateLLP	Totals
2006								
07114089	KILLOUGH RAY B & JL	6005	3,100					381.90
Totals-2006			3,100	-	-	-	-	381.90
2005								
07114089	KILLOUGH RAY B & JL	6006	3,100					375.11
Totals-2005			3,100	-	-	-	-	375.11
GRAND TOTALS			11,968,656	2,651,806	1.27	59.59	5.96	102,187.83

REFUNDS OCTOBER 2009

2009														
Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	HembyGT	HembyLL	SpringsGT	StallGT	WesleyGT	StackFF	UnionvilleFF	Totals
06054293	MCCAR HOMES CHARLOTT	5931	431,630		2,870.34				132.08					3,002.42
09128015	CRIFE STEPHANIE M & THO	5934										50.00		50.00
50099546	CLEARVIEW LANDSCAPE &	6044		26,225	25.63	2.57	1.90	0.19						30.29
50088954	KING WILLIAM H	6068		648	4.30	6.20								10.50
50030398	DIGITAL DESIGNS INC	5978		210,701	1,401.16	140.11								1,541.27
01099008L	COOK JAMES W & CHRISTIN	6007	63,810		423.01									423.01
50099694	DIOPSYS	5990		59,690	396.94	39.69	29.43	2.94						469.00
Totals-2009			431,630	237,574	5,121.38	188.57	31.33	3.13	132.08	-	-	50.00	-	5,526.49
2008														
07114029C	WADSWORTH DEVELOPMEI	5911	31,520		209.61						12.80			222.41
02105014	HOLMES LARRY LEE & WAN	5926	119,460		794.41									794.41
09339008A70	ROCK WORSHIP CENTER	5936	163,840		1,089.54									1,089.54
05104046	MELKONYAN RAFAEL & REN	5944	7,620		50.68									50.68
06072003A	TOLAN JOSEPH R & SUSAN	5946	98,060		652.10						18.73			670.83
06072003E	TOLAN JOSEPH R & SUSAN	5948	106,940		711.15						20.42			731.57
06123002	HOWARD I N & ABBOT H	6000	130,810		869.89						24.98			894.87
09204018 01	BLAKENEY WHITEFORD S H	6052	23,067		153.39									153.39
50088954	KING WILLIAM H	6069		720	4.78									4.78
50030398	DIGITAL DESIGNS INC	5979		167,964	1,116.96	30.65								1,147.61
50091973	CABRERA MARK	6071		11,107	73.86									73.86
Totals-2008			681,317	179,791	5,726.37	30.65	-	-	-	12.80	64.13	-	-	5,833.95
2007														
09339008A70	ROCK WORSHIP CENTER	5937	57,730		410.52									410.52
50088954	KING WILLIAM H	6072		804	5.71	0.56								6.27
50066108	MICAL EDWARD LEE JR	5988		17,110	121.67	12.16							36.44	170.27
Totals-2007			57,730	804	537.90	12.72	-	-	-	-	-	-	36.44	587.06
2006														
09339008A70	MONROE PENTECOSTAL HC	5938	57,730		367.57									367.57
50088954	KING WILLIAM H	6073		805	5.13	0.51								5.64
Totals-2006			57,730	805	372.70	0.51	-	-	-	-	-	-	-	373.21
GRAND TOTALS			1,228,407	418,974	11,758.35	232.45	31.33	3.13	132.08	12.80	64.13	50.00	36.44	12,320.71

44
 AGENDA ITEM
 MEETING DATE 11/16/09

MOTOR VEHICLE TAX REFUNDS
for OCTOBER 2009

AGENDA ITEM
45
MEETING DATE 11/16/09

Approval of Board of County Commissioners not required:

Collector Refunds for OCTOBER 2009	1,282.35
(adjustment to OCTOBER collector release register)	(486.06)

To be approved by Board of County Commissioners on 11-16-09

Assessor Refunds for OCTOBER 2009	1,649.03
(adjustment to OCTOBER assessor release register)	(1,099.10)

Approval requested for overpayments:

Overpayments for OCTOBER 2009	<u>2,748.02</u>
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Total to be refunded for OCTOBER 2009	<u><u>4,094.24</u></u>
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Nellie Cox
11-3-09

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 16, 2009

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

SUBJECT: Approval of Wayne Moser, Department Head from from Soil & Water Conservation Office to serve as ex-officio member of Agricultural Advisory Board in accordance to updated Union County Voluntary Agricultural District and Enhanced Voluntary Agricultural District Ordinance. Request to remove Rick Pigg from Agricultural Advisory Board and replace with Wayne Moser, Department Head of Soil & Water Conservation Office.

DEPARTMENT: Cooperative Extension **PUBLIC HEARING:** No

ATTACHMENT(S):
Page 108 from adopted Union County VAD & Enhanced VAD Ordinance.

INFORMATION CONTACT:
Richard Melton

TELEPHONE NUMBERS:
704-283-3738
704-363-2173

DEPARTMENT'S RECOMMENDED ACTION: Approve Request

BACKGROUND: The new oridance states that the representative from the Soil and Water Conservation Office must be the Department Head. Wayne Moser currently serves in this capacity. Requesting to remove Rick Pigg, former representative from Soil and Water Conservation Office and to replace with Wayne Moser.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

AGRICULTURAL ADVISORY BOARD

A. Creation

The Board of Commissioners establishes an Agricultural Advisory Board to implement the provisions of this Ordinance.

B. Membership

The Advisory Board shall consist of nine (9) voting members and three (3) nonvoting members, all appointed by the Board of Commissioners; provided, however, that the number of voting members may be increased without amendment to this Ordinance if necessary for the Board of Commissioners to comply with Article V(C)(8) below.

C. Membership Requirements

1. Each Advisory Board member shall be a Union County resident.
2. At least six (6) of the nine (9) voting members shall be actively engaged in farming.
3. One of the Advisory Board members shall be the President of the Union County Farm Bureau or his designee.
4. One of the Advisory Board members shall be a member of the Board of Commissioners who shall serve in a nonvoting capacity.
5. One of the Advisory Board members shall be the Department Head of the Union Soil and Water Conservation District who shall serve in an ex officio and nonvoting capacity.
6. One of the Advisory Board members shall be the Chairman of the Union Soil and Water Conservation District who shall serve in a nonvoting capacity.
7. The members actively engaged in farming shall be selected for appointment by the Board of Commissioners from the names of individuals submitted to the Board of Commissioners by the Soil and Water Conservation District, the Cooperative Extension Service, the Farm Service Agency, and the Union County Farm Bureau with an effort to have the broadest geographical representation possible.
8. Each District and Enhanced District shall have a member on the Advisory Board.

D. Tenure